

1:21-cv-10038-LAK

UNITED STATES DISTRICT COURT SOUTHERN DISTRICT OF NEW YORK

In re DITECH HOLDING CORPORATION, *et al.*

FINANCE OF AMERICA REVERSE LLC, Appellant,

v.

MORTGAGE WINDDOWN LLC, AS PLAN ADMINISTRATOR, Appellee.

ON APPEAL FROM THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF NEW YORK (GARRITY JR., J.)

IN RE DITECH HOLDING CORPORATION, *ET AL.*, CASE No. 19-10412 (JOINTLY ADMINISTERED)

APPELLANT FINANCE OF AMERICA REVERSE LLC'S APPENDIX VOLUME II OF II (725-1561)

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Dated: January 18, 2022

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¹ Certain items in the record relate solely to the appeal filed by Liberty Home Equity Solutions, Inc. (Case No. 21-10221-LAK), which has been dismissed. With the exception of those items, Appellant has included the entire record of appeal in this appendix because (i) the record is not overly voluminous, (ii) most of the items are relevant to Appellant's opening brief, and (iii) the Court's individual rules require that Appellant provide the Court with a courtesy copy of the record on appeal.

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² The *Third Amended Joint Chapter 11 Plan of Ditech Holding Corporation and its Affiliated Debtors* also was filed on September 22, 2019 at Bankruptcy Court Docket No. 1326.

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1 UNITED STATES BANKRUPTCY COURT

2 SOUTHERN DISTRICT OF NEW YORK

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6 In the Matter

7 DITECH HOLDING CORPORATION, Case No. 19-10412-jlg

8 Debtor.

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13 United States Bankruptcy Court

14 One Bowling Green

15 New York, New York 10004-1408

16
17 October 29, 2020

18 11:00 AM

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21 B E F O R E:

22 HON. JAMES L. GARRITY, JR.

23 U.S. BANKRUPTCY JUDGE
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25

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6

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10

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14

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8 #2744).

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19 BURTON DEZIHAN

20 CHERANE PEFLEY

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1 P R O C E E D I N G S

2 THE COURT: All right. Good morning. It's
3 Judge Garrity. I apologize for keeping you waiting.

4 We're here this morning in connection with the
5 Dietech Holding Corp., case number 19-10412.

6 Mr. Singh, or one of your colleagues, is going to
7 get us started. Why don't we -- why don't we get going?

8 MR. SINGH: Yes. Good morning, Your Honor.

9 Sunny Singh, Weil Gotschal on behalf of the
10 Debtors.

11 Your Honor, we did file an agenda, an amended
12 agenda, excuse me, for this hearing. So if it's okay with
13 Your Honor, I'd propose to just move down the order of the
14 agenda?

15 THE COURT: I think that's fine. But when we get
16 to the contested matters, I would like to take the Sharma
17 matter last.

18 MR. SINGH: Understood, Your Honor. No problem

19 THE COURT: Okay.

20 MR. SINGH: So, Your Honor, first is really just a
21 case status conference and I believe a number of parties are
22 on the line for that.

23 I think one thing we wanted to discuss, really the
24 issue we wanted to discuss with Your Honor and if any other
25 parties who -- who have dialed in, is just scheduling of the

1 various contested claims objections that have not yet been
2 heard that, you know, per the claims procedures orders are
3 automatically continued until -- until they are scheduled by
4 the Debtors, obviously subject to the Court's availability
5 and the coordination with the opposing side.

6 So we did file our letter, Your Honor, and we
7 filed an amended exhibit yesterday as well that shows, in
8 the amended exhibit, just the relevant -- the relevant
9 pleadings. So it may be a little easier for the Court and
10 -- and parties to follow along.

11 Just one thing I would note, Judge, there --
12 there's one objection that's not on here that we've
13 communicated with counsel, the Cadwalader team. I think
14 they're on the line, is National Founders. That objection,
15 the Debtors are scheduling for the November 19th omnibus
16 hearing and we intend to file our reply. Will hit the
17 docket no later than tomorrow, Judge. So then everybody
18 will have plenty of time to see -- to see that.

19 So that's just not on here but we -- we have
20 cleared the date at least with chambers and had advised
21 counsel with respect to that matter on the timing.

22 THE COURT: All right.

23 MR. SINGH: As to the other matters, Your Honor,
24 what I would just say is with respect to Finance of America
25 and I think there is a similar, although obviously there's

1 -- they're separate -- they're, you know, separate claims,
2 separate entities, Liberty Home.

3 Your Honor, we would request a status conference
4 on the 19th. We'll get our pleadings on file in advance,
5 you know, by the 12th of November, per the claims
6 procedures. We wouldn't go forward on the merits, just a
7 status conference so that, Your Honor, we can apprise you of
8 the issues.

9 I'd -- you know, from our perspective, I don't
10 think discovery will be necessary but, you know, if the --
11 if the opposing -- if the claimants have a difference view,
12 we'll obviously coordinate in advance.

13 But if there's a difference of opinion, we'll --
14 we'll have a conference with Your Honor on the 19th; if
15 that's okay.

16 THE COURT: And that's Finance America and Liberty
17 Home?

18 MR. SINGH: Yes. Numbers one and four in the --

19 THE COURT: Wait one second, please.

20 MR. SINGH: -- in the exhibit, Your Honor.

21 (Pause)

22 THE COURT: All right. Status conference on the
23 19th.

24 MR. SINGH: And then as to the remaining
25 objections, Your Honor, what -- what we've included here,

1 there are more than this that are contested, but what we've
2 included here on this initial list is everything above, all
3 of the claims objections that relate -- that have amounts in
4 dispute in excess of \$100,000.

5 THE COURT: Great.

6 MR. SINGH: And so, you know, Your Honor, what we
7 would propose or request is to start scheduling some of
8 these, you know, hopefully one or two a month, subject to
9 clearing them with Your Honor in advance and your chambers
10 at the upcoming omnibus hearings; not on the November
11 hearing obviously. We -- you know, that would just be
12 National Founders and the status conference.

13 But thereafter to start scheduling them and see if
14 we can also schedule a claims omnibus hearing and that's
15 really all we wanted to discuss with Your Honor and then we
16 would, you know, obviously send notice to the claimants, you
17 know, if and when their hearing is going to be scheduled as
18 we've been doing to date.

19 THE COURT: All right. Well, first, I thank you
20 for putting together the schedule. I unfortunately was not
21 able to look at it until just, you know, a little while ago.

22 So what we will do is we will go through them, on
23 our end, and then reach out to you and see if you can't
24 start scheduling (indiscernible) to these, you know,
25 according to your --

1 I appreciate that this is taking longer --
2 certainly longer than I would like and I'm sure longer than
3 any of you would like.

4 But we're doing what we can and we'll continue to
5 do so.

6 So we have -- what we'll be doing on the 19th,
7 we'll have the National Founders and then the other stuff,
8 the status on Finance America and Liberty and between now
9 and then we'll be in touch with you to try to map out a
10 schedule for the other -- the remaining over a hundred
11 thousand; all right?

12 MR. SINGH: Yes. Thank you very much, Judge.

13 THE COURT: All right. Good.

14 MR. SINGH: Okay, Your Honor.

15 So then, moving along, on the agenda, I'll turn it
16 over. We've got uncontested claims starting with various
17 objections filed by the Consumer Claims Trustee.

18 I'll turn it over to Mr. Levin.

19 THE COURT: All right. Fine. Thank you.

20 Mr. Levin.

21 (Pause)

22 THE COURT: All right. Mr. Levin, are you
23 there?

24 MR. LEVIN: Apologies. On mute. (Indiscernible)
25 problem. I was trying to behave by being on mute and that's

1 what happened.

2 Good morning. This is Richard Levin, Jenner &
3 Block, LLP, for (indiscernible) consumer claims trustee
4 appearing for items two, three and four on the agenda which
5 are the twenty-ninth, thirtieth and thirty first omnibus
6 objections to proofs of claims.

7 So taking item two first, this is the Twenty-ninth
8 omnibus objection. On this, Your Honor, we have received 12
9 responses; 1 formal and 11 informal. They are listed on the
10 agenda.

11 Since there are quite a number, I'll take the
12 Court's guidance on whether you would like me to read them
13 into the record as well.

14 THE COURT: No. You have -- if we have the
15 adjourned responses with the -- on the agenda, that would be
16 (A) through -- (A) through (L)?

17 MR. LEVIN: Yes.

18 THE COURT: All right. So we can just incorporate
19 that. I don't think there's any need for you to lay it out
20 on the -- on the record.

21 MR. LEVIN: And there was one proof of claim as to
22 which we withdrew the objection. That's item (m) on the
23 agenda.

24 THE COURT: All right.

25 MR. LEVIN: So except with respect to those 13

1 claims, we ask that the objections be granted as there's
2 been no opposition other than with respect to those 13.

3 THE COURT: Your request is granted. You'll
4 please submit the order.

5 MR. LEVIN: We will do so.

6 Item three, Consumer Claims Trustee's thirtieth
7 omnibus objection, we received only two --

8 THE COURT: I'm sorry. I'm sorry, Mr. Levin. Did
9 you say thirtieth?

10 MR. LEVIN: Thirtieth, 3-0.

11 THE COURT: Yes. Thank you.

12 MR. LEVIN: That's item three on the agenda.

13 THE COURT: Yes.

14 MR. LEVIN: We've received two informal responses
15 listed on the agenda, items (A) and (B) and we have
16 withdrawn the objection as to one claim and that is item (C)
17 on the agenda and except with respect to those three, we've
18 received no responses and the objection is uncontested and
19 we ask that it be granted.

20 THE COURT: It's granted as requested. You'll
21 submit the order, please.

22 MR. LEVIN: We will do so.

23 Item four on the agenda, the Consumer Claims
24 Trustee's thirty-first omnibus objections. We have received
25 no responses and so we ask that this objection be granted in

1 full.

2 THE COURT: Your request is granted. You'll
3 submit the order, please.

4 MR. LEVIN: We will do so.

5 With that, Your Honor, I have nothing further on
6 the agenda and ask that I be excused.

7 THE COURT: Yes. Thank you very much for dialing
8 in. And, again, sorry for keeping you waiting.

9 MR. LEVIN: Thank you, Your Honor. Bye.

10 MR. SINGH: Your Honor, my -- this is
11 Sunny Singh.

12 My colleague, Cliff Sonkin, is going to handle the
13 next couple of items.

14 THE COURT: All right. Mr. Sonkin.

15 MR. SONKIN: Good morning, Your Honor.

16 This is Cliff Sonkin of Weil, Gotshal and Manges
17 on behalf of the plan administrator.

18 The next item on the agenda, item number five, is
19 the sixty-third omnibus objections to proofs of claim at ECF
20 2840.

21 The sixty-third omnibus objection is filed jointly
22 with the consumer representative and seeks to disallow and
23 expunge 45 consumer claims.

24 The estate representatives and the plan
25 administrator have received four filed responses and nine

1 additional claims -- nine additional informal responses; two
2 of which are from one party.

3 Those responses are listed on the agenda. I can
4 read them into the record if you would like.

5 THE COURT: No, there's no need to. Just which --
6 on the agenda, as far as the adjourned informal responses,
7 we have (E) through (L). Which is -- which respondent filed
8 the multiple responses?

9 MR. SONKIN: That would be Anna and James Bowling
10 (ph), Your Honor.

11 THE COURT: All right. Thank you. Thank you.

12 MR. SONKIN: So, except with respect to the 13
13 adjourned responses to date, to a date to be determined, we
14 respectfully ask that the Court sustain the objection and
15 order that the remaining claims be disallowed and expunged.

16 THE COURT: Your request is granted. You'll
17 submit the order, please.

18 MR. SONKIN: Thank you, Your Honor.

19 THE COURT: Thank you.

20 MR. SONKIN: The next item on the agenda is the
21 sixty-fourth omnibus objection. That seeks to disallow and
22 expunge 14 consumer claims.

23 The plan administrator received only a single
24 informal response to this matter.

25 The plan administrator has adjourned a hearing on

1 the matter to a date to be determined.

2 Other than that one adjourned claim, the objection
3 as to the remaining 13 claims can proceed uncontested.

4 The plan administrator respectfully asks the Court
5 to sustain the objection and order the remaining claims
6 disallowed and expunged.

7 THE COURT: Your requested is granted. You'll
8 submit the order, please.

9 MR. SONKIN: Thank you, Your Honor.

10 I believe that's everything regarding the claim
11 objections from the plan administrator.

12 With that, I'd like to cede the virtual podium to
13 my colleague, David Hill.

14 THE COURT: All right. Thank you. Mr. Hill.

15 MR. HILL: Good morning, Your Honor.

16 David Hill on behalf of Weil, Gotshal & Manges for
17 the plan administrator.

18 Your Honor, we have the plan administrator's
19 seventh omnibus motion to enforce the plan injunction, ECF
20 number 2873.

21 We -- there are seven litigation parties that were
22 contained on this and, similar to the other -- the previous
23 motions brought by the plan administrator to enforce the
24 omnibus -- or to enforce the plan injunction, this just
25 seeks to enforce the plan injunction against those seven

1 parties who are maintaining litigation despite the
2 injunction.

3 We -- these parties were provided with notice
4 today. We received no objections and no responses.

5 We would therefore ask that the Court enter the
6 omnibus motion against those parties and move to enforce.

7 THE COURT: Your request is granted. You'll
8 submit the order, please.

9 MR. HILL: Thank you, Your Honor.

10 THE COURT: Thank you.

11 MR. HILL: I believe, Your Honor, I'm turning the
12 podium back over to my colleague, Mr. Sonkin.

13 THE COURT: Thank you.

14 MR. SINGH: Your Honor, actually it's going to be
15 me. It's Sunny Singh. Sorry for the hot potato mic here.
16 We just had a number of matters on, Judge, that we -- we're
17 working amongst the various Weil attorneys.

18 THE COURT: No problem.

19 MR. SINGH: Excuse me.

20 Judge, we're on -- now we're onto contested items.
21 Number eight is the plan administrator's forty-ninth omnibus
22 objections to claim. Specifically going forward with
23 respect to the proof of claim filed by Ms. Pefley and her
24 objection. It's at ECF 2394 and the claim, in particular,
25 Your Honor, is claim number 22049.

1 I think Ms. Pefley may be on the phone. I thought
2 I saw her in the tracker here. But I don't see her now.
3 She may have been on earlier.

4 UNIDENTIFIED SPEAKER: She's having some -- she's
5 having some issues getting on.

6 MR. SINGH: Oh.

7 THE COURT: All right. All right. We'll put her
8 at second call then or we'll --

9 MR. SINGH: Okay.

10 THE COURT: -- get her when -- when she's able to
11 dial in. That's fine.

12 MR. SINGH: Okay, Your Honor. So I will continue
13 on.

14 THE COURT: Okay.

15 MR. SINGH: So then the next matter is the plan
16 administrator's sixth omnibus motion to enforce the plan
17 injunction.

18 As Your Honor noted, there was the Sharma
19 objection which we'll -- which we'll put to the end per Your
20 Honor's instructions.

21 THE COURT: Right.

22 MR. SINGH: So then the other response that does
23 relate to the sixth omnibus objection that's going forward
24 today is the response of Ms. Hilda Hutchinson. Her response
25 is filed at ECF 2748. She also filed a supplement at ECF

1 2877.

2 I believe she's also on the phone. So I think if
3 it's okay with Your Honor, we can proceed with this -- with
4 this particular matter.

5 THE COURT: All right. We may -- no, actually
6 what -- hold on one second.

7 MR. SINGH: Sure.

8 (Pause)

9 THE COURT: No. Let's just move on. Let's do
10 Dezihan and Browder, please.

11 MR. SINGH: Okay. So skip Ms. Hutchinson, Your
12 Honor?

13 THE COURT: Yeah. Just for now. Yeah.

14 MR. SINGH: Understood. Okay.

15 So we are going to go to I think it's Mr.
16 Dezihan's motion --

17 THE COURT: Yes.

18 MR. SINGH: -- and I believe he is on the phone.

19 I'll let him -- I will cede the podium to him and
20 my colleague, Cliff Sonkin, will handle any response for the
21 plan administrator.

22 MR. DEZIHAN: Good morning, Your Honor. This is
23 Burton Dezihan.

24 THE COURT: Mr. Dezihan.

25 MR. DEZIHAN: All right. I had a -- don't know

1 how you want to proceed. But I actually had a couple
2 things.

3 On the July -- it should be on the -- yeah, on my
4 July 23rd hearing, when you were talking with Mr. Taylor, a
5 couple times my name is mentioned in conjunction with their
6 case and I just wanted for the record to be notified that I
7 have no part of their claim. If I heard correctly, my name
8 is mentioned at least twice.

9 THE COURT: I -- so noted. If that was done, it
10 was done -- that's certainly an error on my part.

11 MR. DEZIHAN: Okay. And the second motion that I
12 have also was a subpoena was submitted and received by
13 Ditech Holding Corporation for records pertaining to my
14 case. And continuously, up until this time, I've received
15 notification that there was no validation of my claim. And
16 I actually just received a couple weeks ago an escrow check
17 for back pay or back payment that up until this time if I
18 hadn't filed against this, I probably would have never
19 received.

20 So because Ditech has to date not responded to
21 subpoena requests, I'm requested a directed payment from
22 them in the amount of the claim.

23 (Pause)

24 THE COURT: All right. Mr. Sonkin.

25 MR. SONKIN: Your Honor, for the record, this is

1 Cliff Sonkin of Weil, Gotshal & Manges.

2 From the plan administrator's reading of
3 Mr. Dezihan's claim, his request for -- for additional was
4 not included in any of these pleadings.

5 His request for -- his second request seemed to be
6 related to notification regarding the scheduling of his
7 claim.

8 So, in that respect, I don't feel completely
9 confident speaking to what has or has not been received
10 outside of that matter.

11 THE COURT: All right. So, again, Mr. Dezihan,
12 what is it that you'd like today?

13 MR. DEZIHAN: Pardon me.

14 THE COURT: Like to accomplish? Well, I'm just
15 trying to understand. In your motion to clarify, you
16 clarified that you're not part of that claim that I, you
17 know, confused the thing; confused the situation, probably
18 by using your name.

19 And I'm just not sure what else it is you want to
20 resolve today.

21 MR. DEZIHAN: Oh, I had also properly served a
22 subpoena request for records.

23 THE COURT: No but -- excused me. That -- but you
24 didn't put anything in the Court today with respect to that.

25 MR. DEZIHAN: Actually I --

1 THE COURT: You have (indiscernible) --

2 MR. DEZIHAN: Actually I was supposed to -- there
3 actually was supposed to have been heard back in September
4 but when the Court did a continuance, I didn't resubmit
5 anything else.

6 THE COURT: Okay. Well, then, we -- we haven't
7 looked at your claim yet. We haven't --

8 MR. DEZIHAN: Okay.

9 THE COURT: -- we haven't addressed the merits; is
10 that correct, Mr. Sonkin?

11 MR. SONKIN: That is correct.

12 THE COURT: Somebody --

13 MR. SONKIN: So we have not addressed the merits
14 of Mr. Dezihan's claims. From my understanding, we had --
15 Mr. Dezihan is scheduled or has put in about six claims and
16 recently we've spoken with Mr. Dezihan and been able to put
17 forward a stipulation to consolidate them into a single
18 claim.

19 That stipulation is currently in front of Your
20 Honor but has not been entered and that last --

21 THE COURT: Is the next one -- I'm sorry. You
22 folks submitted that and that's just something that we have
23 here?

24 MR. SONKIN: Correct. I believe the ECF number
25 for that is 28 -- no. I'm sorry. The claim number is 2844.

1 THE COURT: All right.

2 MR. SONKIN: I can find the ECF number for you
3 shortly.

4 But that's submitted. It consolidates all six of
5 the claims into a single claim essentially and that single
6 claim has not yet been addressed.

7 THE COURT: All right. So, Mr. Dezihan, when we
8 address the claim, then you can raise these other matters.

9 MR. DEZIHAN: Okay.

10 THE COURT: It -- to the extent there are related
11 to the claim.

12 MR. DEZIHAN: Okay. That's fair.

13 But I also received notification with regards to
14 ECF 1632. It was dated October 23rd, 2020. And I want to
15 make sure that that is resolved also with the combination or
16 the inclusion of the claim 2884.

17 THE COURT: Mr. Sonkin.

18 MR. SONKIN: Can you repeat that number,
19 Mr. Dezihan?

20 MR. DEZIHAN: Yeah. UCF 1632 and that was sent by
21 Sunny Singh. And this was dated October 23rd and I just
22 want to make sure that this is included in the record with
23 the combining of all the claims under 2884.

24 MS. TWOMEY: Your Honor, if I may. This is
25 Tara Twomey, the Consumer Claims Trustee.

1 I believe what Mr. Dezihan is referring to is the
2 letter, the status conference letter, that was served on a
3 number of the claimants that just asks for the status
4 conference that you had earlier today and I believe that all
5 Mr. Dezihan's claims are addressed in the stipulation --
6 they're consolidated in the stipulation. There won't be
7 anything left over except for the one claim that is
8 identified in that stipulation as the remaining live claim.

9 THE COURT: All right. Thank you. All right.

10 So, Mr. Dezihan, I think that we clarified that.
11 So we still have your claims to deal with. They've all been
12 consolidated into one claim --

13 MR. DEZIHAN: Okay.

14 THE COURT: -- and, you know, we'll eventually be
15 scheduling a hearing; all right?

16 MR. DEZIHAN: No problem. I just wanted to make
17 sure we're all on the same page.

18 THE COURT: Terrific. Well, thanks very much.

19 MR. DEZIHAN: That's all I have, Your Honor.

20 THE COURT: All right. Thank you. You're
21 excused. Thank you again for calling in.

22 MR. DEZIHAN: Thank you.

23 THE COURT: Okay.

24 MR. SINGH: Okay. Your Honor, back to the agenda.

25 Sunny Singh. That takes us to Mr. Browder's motion, item

1 number 11 of the agenda for relief from the automatic stay,
2 ECF 2814.

3 THE COURT: All right.

4 MR. SINGH: Mr. Hill from my office is going to
5 handle the response.

6 I don't know if Mr. Browder is on the phone. I
7 thought I saw him earlier but now I'm not seeing him on the
8 dashboard.

9 THE COURT: Ms. Rodriguez, do you have any insight
10 on that?

11 MS. RODRIGUEZ: I never saw him on the dashboard.

12 MR. SINGH: Oh, I apologize. I may be mistaken,
13 Ms. Rodriguez. I would go with her word, Your Honor, not
14 mine.

15 MS. RODRIGUEZ: I never saw him on there. I can
16 check --

17 THE COURT: All right.

18 MS. RODRIGUEZ: -- and see if he even registered.
19 If you --

20 THE COURT: No, no, no. It's all right.

21 MR. RODRIGUEZ: Okay.

22 THE COURT: It's okay. Mr. Hill, why don't you
23 proceed?

24 MR. HILL: Good morning, Your Honor. David Hill,
25 Weil Gotshal on behalf of the plan administrator.

1 Your Honor, we did send Mr. Dezihan -- or, excuse
2 me, not Mr. Dezihan, Mr. Browder an email to an email
3 address that he had previously corresponded with us on
4 Tuesday, giving him Your Honor's information and emergency
5 order 543 regarding how to dial into the hearing.

6 So we did provide him with notice that today's
7 hearing was -- was going forward and information on how to
8 dial in.

9 THE COURT: All right.

10 MR. HILL: If, Your Honor, we're -- we're happy to
11 proceed with our response to his -- his motion, if that --
12 if that's the Court's preference.

13 THE COURT: Well, let's put it on second call and
14 see if he dials in.

15 So that brings us back to where we were -- where
16 we were before.

17 MR. SINGH: Correct, Judge.

18 THE COURT: Mr. Singh.

19 MR. SINGH: Yeah. If you're going back to
20 start --

21 THE COURT: We can start with Hutchinson --

22 MR. SINGH: Right. You've got
23 Ms. Hutchinson and then also Ms. Pefley, where the two that
24 we moved and then we've got the Sharmas. I think those are
25 the three that are left.

1 THE COURT: All right. Well, why don't we -- if
2 Ms. Hutchinson is on, why don't we do that?

3 MR. SINGH: Certainly, Your Honor.

4 So from the plan administrator's perspective, Your
5 Honor, this is just a motion to enforce the plan injunction.
6 I think the facts here -- Judge, she was inadvertently not
7 removed from Your Honor's order the last time because a
8 response had been submitted but just not docketed due to an
9 office error at Weil.

10 But, you know, we promptly notified the Court. So
11 the -- the order that was entered by the Court is not
12 effective as to Ms. Hutchinson so that we could have this
13 hearing.

14 And I think the facts, from our perspective,
15 Judge, are pretty straightforward. There is a pending New
16 York State Court action that was commenced by
17 Ms. Hutchinson that seeks monetary relief, amongst other
18 relief. And, solely as to the monetary relief as against
19 Ditech, there are a number of other defendants that she has
20 named there.

21 Your Honor, we submit that the plan injunction
22 applies, which essentially replaced the automatic stay,
23 which she was complying with prior to confirmation and that,
24 you know, Ms. Hutchinson should proceed through the claims
25 process with Ms. Twomey and her team as a borrower or a

1 claim.

2 Your Honor, I think there is some issues about, or
3 objections that Ms. Hutchinson has raised about whether she
4 was noticed of or properly received notice of the plan
5 injunction and confirmation and we've laid out in the
6 papers, Judge, and filed the affidavit by EPIC and
7 Mr. Conklin's on the phone as well in case there's any
8 questions, that made it clear that, you know, we've been
9 sort of serving the same address that she has on file that
10 was also included in her proof of claim and that no sort of
11 rejection or package undeliverable was -- was received.

12 So, you know, we believe it's been properly
13 noticed and, you know, at this point, Your Honor, I'm not
14 sure we need to debate a lot about the notice either. I
15 mean, she's here. The plan injunction applies.

16 You know, she submitted a proof of claim and all
17 we're trying to do is -- is have her dismiss the state court
18 action as it seeks monetary relief against Ditech and allow,
19 you know, that process -- or her to pursue her claim in the
20 bankruptcy process and through the consumer bar fund that
21 was created.

22 And as to other issues against third parties,
23 obviously, we have no issue there and she can continue to
24 pursue third parties if she wishes.

25 THE COURT: All right. Ms. Hutchinson --

1 MS. HUTCHINSON: Your Honor -- yes, Your Honor.

2 Good morning.

3 Hilda Hutchinson, pro se.

4 First, I would like to object. I respectfully
5 object. I respectfully request this Court to strike from
6 the record and from this action the declaration of
7 Richard W. Slack. His last name is spelled S-L-A-C-K.

8 Attached as Exhibit 1 to the plan administrator's reply with
9 all attached exhibits and exhibits to affidavit of service
10 of Tim C-O-N-K-I-L-N, for the following reasons.

11 The plan administrator's reply, docket number
12 2917, on page three, in part states: in support of reply,
13 the plan administrator submits a declaration of
14 Richard W. Slack, as counsel for the plan administrator,
15 attached as Exhibit 1.

16 Whereas, the declaration of Richard W. Slack do
17 not support the plan administrator's reply. To -- to0 be
18 more precise, Richard W. Slack, his last name is spelled
19 S-L-A-C-K, declare, under the penalty of perjury, in
20 paragraph two, I submit this declaration in further support
21 of the motion -- in further support of the plan
22 administrator's sixth omnibus motion to enforce the plan
23 injunction and confirmation or the motion.

24 Based on my understanding, CPLR 2214(a) requires a
25 notice of motion, amount of (indiscernible) specified as

1 supportive papers upon the -- upon which the motion is
2 based.

3 For the first time, on October 26, 2020, at 10:07
4 p.m., plan administrator revealed and filed declaration of
5 Richard W. Slack, which is an additional document for the
6 original motion filed July 8, 2020, not a declaration that
7 supports the plan administrator reply as the plan
8 administrator stated.

9 I reviewed declaration of Richard W. Slack where
10 he declare, under the penalty of perjury, in paragraph
11 three, attach hereto Exhibit -- Exhibit A, is a true and
12 correct copy of the April 21st, 2015 complaint filed by
13 Hilda Hutchinson in Hutchinson versus Greentree, LLC, index
14 number 5047432015.

15 Exhibit A that is attached to Richard W. Slack's
16 declaration is not true and correct complaint for index
17 number 5047432015. It is completely false. It it not
18 certified. It is not authenticated. No foundation and not
19 pursuant to CPLR rules.

20 Richard W. --

21 THE COURT: Wait a minute. Wait -- excuse me.
22 Excuse me. Excuse me.

23 He attached your complaint?

24 MS. HUTCHINSON: Yes. He -- it's not my
25 (indiscernible).

1 THE COURT: All right. You're not telling me you
2 have an objection to his attaching your complaint?

3 MS. HUTCHINSON: I have an objection that that is
4 not the complaint. That -- that's a false document.

5 The complaint for the case that he is -- that the
6 plan administrator is mentioning in their reply paper, has
7 114 paragraphs; that -- what he attached as Exhibit A has 49
8 paragraphs.

9 If you -- if you review his Exhibit B, Exhibit B
10 that's attached to his declaration, it shows in the lower
11 corner, docket number 1. It says summons plus complaint was
12 filed together May 4, 2015.

13 What he attaches is -- it's a complaint with 49
14 paragraphs. That is not the complaint for that index
15 number.

16 In addition, affidavit of service by Tim Corlin
17 (sic) do not swear or declare that the deponent service
18 Hilda Hutchinson, me, the plan injunction and confirmation
19 order or any required notice to advise me about Section 10.5
20 of the plan injunction.

21 Instead, Tim Cornin (six) affidavit was prepared
22 solely for this action. In line two, he states -- he
23 stated, I caused to be served; and he lists various notices.
24 But he did not list that he served me any plan injunction or
25 any prior notice prior to the Plan administrator bringing

1 this motion.

2 Plan administrator brought motion docket 2656
3 lists me as litigant party number 16 for stay action with
4 New York Supreme Court Appellate Division, Second
5 Department, docket number 201811 (indiscernible) 4.

6 THE COURT: Excuse me. Excuse me.

7 MS. HUTCHINSON: So --

8 THE COURT: Ms. Hutchinson, excuse me. Look.

9 MS. HUTCHINSON: Yes.

10 THE COURT: You -- what you're doing now in laying
11 all of this stuff out is not really helpful to me because
12 you're --

13 MS. HUTCHINSON: Okay.

14 THE COURT: -- zipping along -- you're zipping
15 along. I understand what you're saying in part is that they
16 didn't --

17 MS. HUTCHINSON: Okay.

18 THE COURT: -- have the -- they don't have the
19 correct document attached to the reply declaration, right?

20 So if you're looking at the reply declaration,
21 right, and there are a number of exhibits.

22 MS. HUTCHINSON: Yes. Yes, that's -- the
23 declaration.

24 THE COURT: And you're -- and so, excuse me, and
25 so what you are saying is that the information in their

1 reply is inaccurate.

2 MS. HUTCHINSON: Their reply is -- their reply is
3 inaccurate. All the documents attached that -- the document
4 attached is false document. It's not correct document.

5 They attached -- they attached the proof of claim
6 and on the proof of claim form -- because my understanding
7 is they brought this motion saying that I -- I have a
8 pending motion solely for monetary damages against the
9 Debtor and that they gave me notice telling me to withdraw
10 that.

11 But they did not submit any evidence to support
12 their motion that -- that what is the amount of the value
13 that I'm asking for because, in the proof of claim, where it
14 asks how much are you claiming, no value amount is stated
15 there.

16 They did not attach a complaint. The case that
17 they mention in their motion is the case with the Appellate
18 Division. They did not submit --

19 THE COURT: No. Well --

20 MS. HUTCHINSON: -- any complaint --

21 THE COURT: -- let me -- hold it. Ms. Hutchinson.
22 Ms. Hutchinson.

23 MS. HUTCHINSON: Uh-huh.

24 THE COURT: What the Debtor is saying, let's try
25 to cut through this, right?

1 The Debtor is saying, look. You filed a claim in
2 the case, right? And that claim should get resolved through
3 the claims allowance process that's been set up under the
4 plan. And they're not taking, as far as I understand, right
5 now, they're not taking issue with what's in the claim.
6 They're not saying you don't have -- you don't have a claim.

7 What they --

8 MS. HUTCHINSON: They did, Your Honor. They filed
9 an --

10 THE COURT: -- (indiscernible) -- excuse. Excuse
11 me. Excuse me. Let me just finish.

12 Right? And then I'm going to ask the Debtor to
13 tell me whether or not what I'm saying is accurate.

14 What they're saying is, look, there's a lawsuit
15 that was pending at the time the case was filed. The
16 automatic stay applied to that; now the plan injunction
17 provides -- applies to it.

18 And what they're saying is, in that, to the extent
19 that you're asking for money damages from them, not from
20 anybody else, only from them, right? They're saying the
21 injunction prevents you from doing that but you can go and
22 you can assert your rights under the claims allowance
23 provisions, under that provision.

24 Now, Mr. Sonkin, is my summary accurate?

25 MR. SINGH: Yes, Your Honor. Mr. Singh. Yes.

1 That is accurate.

2 THE COURT: Oh, Mr. Singh. Okay.

3 MR. SINGH: Yep.

4 THE COURT: All right. So, Ms. Hutchinson, right,
5 to the extent that you're concerned that -- that this is an
6 attack on your claim, it's not what's going on here.

7 All they're saying is you can't bring the monetary
8 claim against them in the state court. You can assert a
9 claim in the bankruptcy court. That's what they're saying.
10 That's the essence of what they're saying.

11 And in asking me to enforce the injunction,
12 they're just saying, look. We sent you notices throughout
13 the course of the case to the addresses -- to the address
14 that you gave us. We did all of that.

15 So you should have gotten -- there's no reason to
16 think you didn't get notice of the injunction and the other
17 issues that relates to the injunction in the plan, right?

18 And so they're saying that way we should enjoin --
19 you shouldn't be allowed to continue to pursue them for
20 damages in state court but you have the right to assert your
21 claim in bankruptcy court, right?

22 Do you have a different understanding of what
23 they're asking for?

24 MS. HUTCHINSON: Yes, Your Honor.

25 First of all, my -- my case in the Supreme -- my

1 case in the lower court, I seek relief if -- according to --
2 based on my affidavit that I submitted, I seek relief for
3 the Debtor (indiscernible) and misrepresentation and
4 omission and I seek relief for them to -- a permanent
5 injunction for them to stop making misrepresentation. I
6 seek relief for them to close out the unauthorized account
7 in my name.

8 I seek an order -- I did not -- there's nothing in
9 my thing where I requested an amount.

10 Section 10.6 of the plan, upon my information and
11 belief, said that the Debtor -- that claims do not get
12 discharged for wilful omission or false misrepresentation.

13 In the motion papers that the plan administrator
14 filed, they said that how I can go after some other funds
15 that they set aside but the claim, consumer claims, filed
16 objection to the proof of claim; to the proof of claim on
17 the ECF 2748. No --

18 THE COURT: Yeah. But --

19 MS. HUTCHINSON: Uh-huh.

20 THE COURT: No but wait, excuse me. But there's
21 an objection, right, and it's going to have to be resolved;
22 is that right? Who's on for the consumer trust, please?

23 MS. TWOMEY: Your Honor, this is Tara Twomey.
24 That's correct. There's an objection pending to her claims.

25 THE COURT: All right. So, Ms. Hutchinson, your

1 claim -- the -- you filed the claim in the case as you
2 should. It hasn't been -- there's an objection filed. It
3 hasn't been resolved and there'll be an opportunity for a
4 hearing on it.

5 MS. HUTCHINSON: So --

6 THE COURT: And -- now, Mr. Singh. Mr. Singh, as
7 all of this relates to the state court litigation, right, is
8 the -- the Debtor is not challenging, through this motion,
9 Ms. Hutchinson's rights to seek injunctive relief there; is
10 that correct?

11 MR. SINGH: That's correct, Judge. It's just as
12 to the monetary relief.

13 THE COURT: Thank you. Right.

14 And, so, Ms. Hutchinson, you have those claims as
15 it relates to the injunction and -- such as you've raised in
16 state court. You just -- they're asking me to enjoin you
17 consistent with 10.5 of the plan from pursuing any monetary
18 damages against them and their rationale is that the place
19 to get that done is in the state court, where you've already
20 started doing that.

21 So that's where we are, right? And do you have a
22 different understanding?

23 MS. HUTCHINSON: My understanding is my claim
24 against the Debtor are non-dischargeable because it's for
25 the Debtor wilful omission and false representation. It's

1 not --

2 THE COURT: Right.

3 MS. HUTCHINSON: -- request a dollar amount from
4 the Debtor. I requested that the Debtor close and remove
5 the unauthorized account from my name. I did -- I am not a
6 borrower with the Debtor. I never received any money from
7 the Debtor. I do not have a contract with the Debtor.

8 So if the Debtor is willing today to grant me the
9 request in my cross-motion that -- that I am not a borrower
10 with them. I do not have a loan with them and I submitted
11 all the evidence to support. They did not object to any of
12 the evidence that I submitted.

13 They did not submit any evidence to show the
14 motion to support, the motion that they served me any notice
15 of any plan injunction. They did not submit any evidence to
16 prove that my case in the Appellate Division is for any
17 dollar amount against them.

18 They did not -- they did not reject --

19 THE COURT: Look. Look, wait a second. Wait.
20 Ms. Hutchinson, you are seeking damages against them in the
21 Appellate Division, correct?

22 MS. HUTCHINSON: What I'm seeking against them is
23 (indiscernible) --

24 THE COURT: No, no, no, no. Just answer -- excuse
25 me, answer my question, please. Are you seeking monetary

1 damages against the Debtor?

2 MS. HUTCHINSON: Your Honor, I'm not a lawyer.
3 I'm not a judge. I filed my complaint and I just said what
4 they did to me. They created this account in my name.

5 THE COURT: Yeah.

6 MS. HUTCHINSON: I request that account to be
7 closed. I request for them to stop saying that I -- I am a
8 -- I have a contractual obligation to this account when all
9 the evidence proved that I do not have a contractual
10 obligation to that account; whether it leads to money, I do
11 not know. I'm not a judge and I'm not an experience lawyer.
12 I just basically wrote what they did and what I did.

13 THE COURT: Yeah. Okay.

14 MS. HUTCHINSON: Even if --

15 THE COURT: Well, under the --

16 MS. HUTCHINSON: -- (indiscernible) that I --

17 THE COURT: (indiscernible) then -- excuse me.
18 Then I'm going to help you, not help you. I'm going to
19 address this this way.

20 To the extent you're seeking monetary relief
21 against them, in the state court, right, you're enjoined
22 from doing it. You can't continue to do it.

23 Any other relief you want from them, as it relates
24 to affirmative relief from an injunction et cetera that
25 you're asking for, that's not subject to the injunction and

1 thus it's -- they're not entitled to the -- to relief under
2 10.5 as it relates to those matters.

3 So I'm going to sustain their objection and their
4 request for relief as against you. You have an opportunity
5 to file the claim. You have filed the claim. It's the
6 subject of an objection and that objection will be dealt
7 with.

8 And to the extent that you have issues with that,
9 you can take it up with Ms. Twomey informally or, if there's
10 a formal objection filed, you know, do that in a formal way.

11 So that's how we're going to resolve this aspect
12 of the Debtor's motion, excuse me, the Debtor's request for
13 enforcement of the plan injunction. Okay?

14 So, most respectfully, Ms. Hutchinson, your
15 objection is overruled and I'm granting the relief I've just
16 set forth on the record. All right?

17 MS. HUTCHINSON: And what about the cross-motion?

18 THE COURT: Denied.

19 MS. HUTCHINSON: Okay.

20 THE COURT: All right? Thank you.

21 MR. SINGH: Your Honor, the -- thank you, Your
22 Honor.

23 The next item on the agenda, I think if we can go
24 back to Ms. Pefley.

25 THE COURT: All right. Is Ms. Pefley on?

1 MR. SINGH: I'll try to see if she is joined. I
2 do see her on, Your Honor.

3 MS. PEFLEY: Yes.

4 MR. SINGH: Okay.

5 THE COURT: Oh, great. Good morning.

6 MS. PEFLEY: Good morning.

7 THE COURT: All right. Go ahead.

8 MR. SINGH: Your Honor, if I could just set the --
9 again, it's Sunny Singh for the plan administrator. If I
10 could just lay out the plan administrator's position with
11 respect to this claim.

12 Your Honor, I think this is pretty
13 straightforward.

14 Ms. Pefley has asserted a claim in the amount of
15 \$90 million and I think really the only issue before the
16 Court is quite narrow.

17 The claim has been asserted as a priority claim
18 under Section 507(A)(3) of the Bankruptcy Code. It's a
19 litigation-related claim.

20 And, Your Honor, our position is quite simply that
21 it's not a priority claim under 507(A)(3) which relates to
22 involuntary Chapter 11 cases and, you know, what's referred
23 to colloquially as gap claims during that period between the
24 involuntary and when an order for relief is granted.

25 As Your Honor is aware, there -- you know, this

1 was not an involuntary case. It was a voluntary case
2 commenced by the Debtor so those provisions simply are
3 inapplicable.

4 Your Honor, we're not taking any position or view
5 of -- as to Ms. Pefley's claim insofar as it would be
6 asserted as a borrower pre-petition unsecured claim. You
7 know, that's obviously -- Ms. Twomey as the consumer
8 representative, still main, and she'll address that claim in
9 due course.

10 But, Your Honor, it's really the narrow relief
11 that we seek is to reclassify the claim or disallow it to
12 the extent it's asserted as a priority claim under
13 507(A)(3). You know, Ms. Pefley can continue to prosecute
14 it as a general unsecured claim against the consumer
15 borrower funds that have have been made available under the
16 plan and, of course, Your Honor can appreciate it, it's a
17 quite a significant dollar amount in the \$90 million, which,
18 you know, until it's addressed and stricken from the
19 priority bucket, you know, the plan administrator has to
20 reserve for that claim which -- which delays significantly
21 distributions to term loan lenders.

22 So, Judge, that's the narrow relief we're seeking.
23 We're not looking to get into the merits of the claim beyond
24 that it simply is not, by definition, a priority claim under
25 507(A)(3) because this is a voluntary not an involuntary

1 case.

2 THE COURT: Right. Now, Ms. Pefley --

3 MS. PEFLEY: Yes.

4 THE COURT: -- your claim arises out of the
5 litigation that was pending prior to the filing of the
6 bankruptcy case and all the litigation that you've had with
7 the Debtors in Florida and I've got your papers, the -- your
8 reply and I'm well aware of the allegations and the -- your
9 track record in Florida and I don't mean that in a negative
10 way at all. But you've had a number of matters and you've
11 had some success in the -- in those courts as it relates to
12 the Debtor and sometimes not so successful.

13 But you understand, please, that when you filed
14 your claim, what you did is you checked the box that showed
15 that asserted was a claim, a priority claim, under
16 507(A)(3). That was something you did. You indicated that
17 it was a litigation claim and you thought it was a priority
18 claim.

19 And I can tell you that your pre-petition claim,
20 just as a matter of bankruptcy law, right, you can assume
21 the -- your claim is valid, right? I'm not suggesting it's
22 valid but, just for the purposes of our discussion, because
23 as Ms. Singh said, they're not challenging the dollar amount
24 of the claim right now. And that may be something that the
25 -- gets looked at later on.

1 It's really just a question of whether its
2 entitled to this priority. And the priority only arises
3 when you have an involuntary bankruptcy case and, as you
4 know, this case was not -- the case -- well, the case is a
5 lot of things but an involuntary filing, it was not.

6 And, so, under 507(A)(3), just by definition,
7 based upon the way that the courts have looked at 507(A)(3),
8 and what's provided in the statute, your claim is not
9 entitled to Section 507(A)(3) priority. Just as a matter of
10 law.

11 As the Debtor correctly notes that under Section
12 507(A)(3), under the Bankruptcy Code, it provides a third
13 priority for unsecured claims arising under Section 503(F)
14 of the Code.

15 And that 502(F) provides that in an involuntary
16 case, the creditor may be entitled to a claim that arose in
17 the ordinary course of the Debtor's business or financial
18 affairs after the commencement of the case but before the
19 earlier of the appointment of a trustee in the order for
20 relief. That's at 11 U.S.C. Section 502.

21 Now, you have an unsecured claim. So you have
22 part of it. So you meet part of that definition but you
23 don't meet the second part, right? Because your claim did
24 not arise in the ordinary course of the Debtor's business
25 after the commencement of an involuntary case.

1 And so that -- and for that reason, your claim
2 doesn't qualify for the treatment under 507(A)(3). It's not
3 what we refer to as a gap claim.

4 And so 507 -- 502(F) was intended to protect
5 creditors who deal with an involuntary debtor during the gap
6 period, such as lessors, trade creditors and similar
7 parties. See, In Re. Howrey, LLP, 534 B.R. 374 at 375. And
8 that court is citing to In Re. Hanson Industries, Inc., 90
9 B.R. 405 at 413.

10 Gap claims can be allowed when there is -- only
11 when there is an involuntary bankruptcy case. And that's In
12 Re. V.W.G.K. Restaurant, Inc., 20 Fed. at 733 at 734.
13 That's a Ninth Circuit Court of Appeals, 2001.

14 So, Ms. Pefley, because --

15 MS. PEFLEY: Yes.

16 THE COURT: -- this case was not a -- not an
17 involuntary case, right, by definition, you're not entitled
18 to a priority claim under Section 507(A)(3).

19 Also there's nothing in your claim -- yours is a
20 pre-petition claim. And so there's no basis for according
21 it any priority. You've got your claim. You can -- have
22 the right to assert it as is set forth under the plan, the
23 right set forth in under the plan to assert it against the
24 fund that's been set up for consumer creditors like
25 yourself.

1 But, again, that's not what's in front of me
2 today. All that's in front of me is whether or not your
3 claim is a priority claim and, as I said, I reviewed all
4 your papers and my -- I find that it's not a priority claim;
5 all right?

6 MS. PEFLEY: Thank you, Your Honor.

7 THE COURT: All right. Thank you very much.

8 Ms. Singh --

9 MS. PEFLEY: Thank you.

10 THE COURT: -- you'll submit an order.

11 MR. SINGH: Right. Yes.

12 THE COURT: All right. Very good. Thank you.

13 MR. SINGH: We will. Thank you, Your Honor.

14 Thank you, Ms. Pefley.

15 So, Your Honor, that brings us -- so I think we've
16 got two matters left for today now. It's Mr. Browder and
17 then also the plan administrator's injunction motion as it
18 relates to the Sharmas.

19 THE COURT: Yeah. So what --

20 MR. SINGH: I don't --

21 THE COURT: -- I'd like to do --

22 MR. SINGH: Sorry, Your Honor.

23 MS. PEFLEY: May I be excused from the Court,
24 please?

25 THE COURT: Yes. Ms. Pefley, again, thank you for

1 dialing in. Yes, you are excused.

2 MS. PEFLEY: Thank you.

3 THE COURT: Sure. Okay. So, Mr. Singh, my
4 understanding is that Mr. Browder never -- did not register
5 for this. I'd like to go forward. I have all the papers.

6 I'll hear from the plan administrator as it
7 relates to Mr. Browder's stay relief motion.

8 MR. SINGH: Understood. Thank you, Your Honor.

9 Mr. Hill will present on behalf of the plan
10 administrator.

11 THE COURT: All right. Mr. Hill.

12 MR. HILL: Yes, Your Honor. David Hill, Weil
13 Gotshal on behalf of the plan administrator.

14 Your Honor, Mr. Browder's filed his -- his motion
15 for -- what he styled as an emergency motion for lift stay
16 and that is at ECF 2814.

17 The plan administrator is a bit, not confused, but
18 it is -- Mr. Browder is a bit inconsistent in what he seeks
19 and what he pleads.

20 From our understanding of it, he seeks a lift stay
21 to pursue an outside litigation in the district court of
22 Iowa in order to seek relief, both monetary and non-monetary
23 against Ditech.

24 Mr. Browder is a bit inconsistent with that. He
25 frames it -- he refers to the Iowa action as an ejectment

1 action and there are references in pleadings that Ditech is
2 (a) seeking money from him and (b) seeking to eject him from
3 his home.

4 Your Honor, as you saw in our response, neither of
5 these is true. Based on the caption of the case, which is
6 included in his motion, and the pleadings which we've
7 attached, Mr. Browder is the plaintiff in that case and is
8 seeking monetary and other relief against Ditech.

9 Moreover, Your Honor, Ditech did not file a
10 counter claim or seek any kind of monetary relief from him
11 in that action.

12 And, thirdly, Your Honor, the case was dismissed
13 with prejudice by the district court in Iowa. And we
14 attached that order to our pleadings -- or to our response
15 as well.

16 And, moreover, Mr. Browder, in violation of the
17 injunction, in January of 2020, moved to set aside the
18 dismissal with prejudice by the Iowa District Court which
19 was denied.

20 So, Your Honor, that case is -- has been dismissed
21 with prejudice and Mr. Browder has not appealed. Obviously,
22 the appeal require -- our position would be the appeal would
23 also violate the injunction. But, in any event, he has not
24 done so and the time period for him to appeal has lapsed.

25 So, he also references an ejection action. To the

1 extent that that refers to a third party, we don't -- that
2 would not involve Ditech and we would not take a position on
3 it.

4 But to the extent he seeks it to lift it, as
5 against Ditech, that's where the basis of our objection
6 comes in.

7 Relatedly, Your Honor, although this is not -- the
8 automatic stay is not what is applicable here, it is the
9 plan injunction, he does move to lift under the Sonnax
10 Factors and discusses them.

11 But, Your Honor, as we noted in our response to
12 Mr. Browder's relief, the Sonnax Factors entirely weigh on
13 denial of Mr. Browder's motion.

14 For example, the first one is, if a verdict or a
15 judgment has been reached that would lift the stay, Your
16 Honor, the case has been dismissed with prejudice and the
17 action terminated.

18 And, especially, two of them, Your Honor, the
19 tenth Sonnax Factor which is the judicial economy and the
20 balance of harms on the stay also entirely favor the plan
21 administrator. There is no judicial economy in allowing
22 Mr. Browder to continue with his action that has been
23 dismissed with prejudice in Iowa and it incurs significant
24 expense and time for the plan administrator and the wind
25 down estates to deal with these multiple actions.

1 This is especially so when Mr. Browder has filed
2 not only one proof of claim but twelve proofs of claim in
3 the bankruptcy process. Although his proofs of claim have
4 been objected to, and a hearing was heard in March on
5 whether or not to allow them to continue, this Court has not
6 yet ruled on it.

7 But to the extent that Mr. Browder does have any
8 valid claims, the proper proceedings is, as this Court found
9 the -- the proofs of claim process.

10 So because Mr. Browder has not made a showing
11 under the Sonnax Factors for the lift of the stay or for the
12 modification of the permanent injunction, and the simply
13 judicial reality that his -- that the case that he seeks to
14 lift, either doesn't exist or has been dismissed with
15 prejudice.

16 We therefore Your Honor ask that his motion be
17 denied.

18 THE COURT: I've had an opportunity to review
19 Mr. Browder's papers as well as the papers submitted -- the
20 reply papers submitted on behalf of the joint administrator.

21 I find that there are no grounds for granting
22 Mr. Browder the relief he is asking for. Most significantly
23 I think the facts set forth in the document annexed to the
24 reply demonstrate that there is no action pending in Iowas.
25 There has been an action that had been commenced in a state

1 court and then removed to the Iowa District Court and that
2 action has been dismissed with prejudice by that court. So
3 there is no pending separate action against Ditech for which
4 we would be granting a stay relief. We agree with the plan
5 administrator's assessment of -- as it relates to the
6 pendency of the claim -- the pendency of the action; excuse
7 me.

8 We also agree with plan administrator's review and
9 assessment in the application of the Sonnax Factors in this
10 matter.

11 So for those reason, I find that there -- Mr.
12 Browder has failed to establish grounds to obtain stay
13 relief. His motion for stay relief is denied.

14 And I would ask Mr. Hill that you settle an order
15 to that effect, please.

16 MR. HILL: Yes, Your Honor. We will do so.

17 THE COURT: All right. Thank you. Okay.

18 MR. SLACK: Your Honor, Richard Slack for the plan
19 administrator.

20 THE COURT: Yes.

21 MR. SLACK: The last matter I believe that's on is
22 the Sharma matter which is number nine on the agenda and it
23 relates to the plan administrator's sixth omnibus motion to
24 enforce the plan injunction.

25 So would you like us to proceed?

1 THE COURT: Yes, please. And do we have -- do we
2 have counsel for the Sharmas on?

3 MR. RIELA: yes, Your Honor. This is
4 Michael Riela, Tannenbaum Helpert for the Sharmas.

5 THE COURT: Oh, thank you. Okay.

6 MR. SLACK: So, again, Your Honor, Richard Slack
7 from Weil Gotshal and Manges for the plan administrator.

8 Your Honor, in their objection, the Sharmas do not
9 dispute that they've filed counter claims for affirmative
10 monetary relief against Ditech in the Illinois State Court
11 in response to a foreclosure action.

12 And although the actual counter claims were filed
13 post effective date, the mortgage at issue here was entered
14 into, one, pre-petition, and it contained very typical
15 provisions that anticipate, you know, a possible foreclosure
16 action, you know, if the borrowers, here the Sharmas,
17 defaulted.

18 So the issue on this particular motion is the
19 timing of the claim here. If a claim, as that term is used
20 under the Bankruptcy Code, arose, you know, it would be
21 considered a contingent or unmatured claim under the Code,
22 pre-effective date, then there really is no dispute that the
23 plan injunction applies.

24 So this is a timing issue today as to whether a
25 claim existed pre-effective date. And if it did, then the

1 proper way of dealing with that claim would have been to
2 file a proof of claim in the bankruptcy on a contingent
3 claim. And that, again, frames the dispute.

4 Here, I think the facts make a difference, and
5 they're brief but important. As I said, in November of
6 2007, the Sharmas entered into a note and mortgage as
7 security for their property in Illinois. That mortgage has
8 specific provisions, again very typical. They talk about
9 the potential for bringing a foreclosure action and certain
10 procedures that need to go into filing a foreclosure action
11 or other remedies. Again, pretty typical.

12 And what's interesting, though, Your Honor, is
13 after that mortgage was entered into in 2007, you jump a
14 long way. You jump to April of 2019. And that's really
15 when the dispute here arose, because at that point, the
16 Sharmas were delinquent on the mortgage. And just to make
17 sure we're all sort of thinking of the time frame here, in
18 April of 2019, it's long before the effective date. At that
19 time, as I'll get into, the Court is providing notice of the
20 bar date, the extended bar date, etcetera. So this dispute
21 actually arises in April 2019.

22 And over the next couple of months after there's a
23 delinquency in April of 2019, Ditech sent a number of
24 notices of the delinquency, and those are attached to my
25 declaration that was submitted with our reply. And just to

1 give you an example, because again I think it's important
2 here, one of the notices that was sent in May of 2019 by
3 Ditech informed the Sharmas that, "If you do not respond to
4 your lenders' notices to you regarding past due payments,
5 your lender may refer your loan to foreclosure in accordance
6 with you mortgage loan documents and applicable law."

7 So there was actually a dispute, and the prospect
8 and potential of a foreclosure action was real indefinite,
9 all the way back in April 2000 -- April, May 2019. And of
10 course, during this --

11 THE COURT: I'm sorry to -- I apologize for
12 interrupting you.

13 MR. SLACK: No, that's okay.

14 THE COURT: Why is that significant? Let me ask -
15 -

16 MR. SLACK: It's -- yeah.

17 THE COURT: Go ahead. Go ahead. I apologize. Go
18 ahead.

19 MR. SLACK: So the reason it's significant, Your
20 Honor, is it's our view that that claim, that dispute arose
21 prepetition. And so even though much of the briefing that
22 we have in our briefs, you know, discusses the Ogle line,
23 which I'm going to get to, and the ResCap line. And we
24 think those cases completely support that this is a
25 prepetition, and in fact, pre-effective date claim.

1 The Court, we believe, doesn't even need to reach
2 those cases, because here you had a live dispute. The
3 claim, essentially, had already been, you know -- at that
4 time, you had a contingent or unmatured claim arising out of
5 that dispute. So anybody who had a dispute with the debtor
6 at that time, you know, should have filed a proof of claim
7 with respect to any claim or matter arising out of that
8 dispute.

9 So our view is there's two separate routes that
10 the Court can take to finding that this is a pre-effective
11 date claim that is governed by the plan injunction. One is
12 there was just a dispute, everybody knew it, at that time,
13 there should have been a proof of claim filed because the
14 claim arose pre-effective date. The second, which I'll get
15 to, Your Honor, and again we briefed extensively, was the
16 Ogle and ResCap line of cases, which say that -- you know,
17 that that claim dates back all the way to the time that the
18 mortgage was entered into prepetition.

19 THE COURT: All right.

20 MR. SLACK: So, Your Honor, at the time in April
21 or May of 2019, the Sharmas received actual notice of the
22 bar date and the extended bar date, and we included the
23 declaration of Tim Conklin of Epiq, demonstrating that the
24 Sharmas received actual notice. And the bar date notice
25 here also informed the Sharmas that they would have to file

1 a proof of claim if they had a claim, as that term again is
2 defined under the Bankruptcy Code, including a contingent or
3 unmatured claim.

4 So those notices are -- the proof of claim notice,
5 for example, is at ECF 142. The notice of extended consumer
6 borrower deadline is at ECF 586. And, you know, in mid-
7 2019, again, the Sharmas both received notice of the bar
8 date, and the extended consumer bar date, were informed that
9 they had to file proofs of claim for any contingent or
10 unmatured claim, specifically and expressly, and were well
11 aware that they were in default on the mortgage and that
12 foreclosure was an option if they didn't bring their
13 mortgage current.

14 THE COURT: And so what they should have done is
15 at that point filed a claim, but a damage claim, based upon
16 the possibility that in foreclosing the mortgage that Ditech
17 would do it in a defective way?

18 MR. SLACK: Yeah. So, Your Honor, that -- I
19 caught the intonation in your voice, but you're actually
20 exactly right. The way the Bankruptcy, you know, Code, I
21 think, works in this situation is exactly that. That if you
22 have a --

23 THE COURT: Well, let me -- wait, wait, wait. And
24 I apologize for interrupting you.

25 MR. SLACK: Yeah. That's okay.

1 THE COURT: Supposing the default didn't occur
2 until post-confirmation.

3 MR. SLACK: I think in that case, you'd be in a
4 situation, which I'm about to argue, under Ogle and ResCap.
5 So the result would be the same, but you wouldn't have sort
6 of this dual track. You'd have to rely solely on the Ogle
7 and ResCap line, which says that where you have a mortgage
8 or a contract like this, that a claim arising out of that
9 prepetition contract is, in fact, a prepetition claim.

10 And so moving there --

11 THE COURT: I'm sorry. I'm sorry to interrupt you
12 again.

13 MR. SLACK: Okay.

14 THE COURT: So two years from now, somebody
15 defaults, who is a consumer -- you know, borrower at the
16 time, a mortgagee at the time, you're saying that if the
17 creditors don't file contingent claims alleging -- a
18 contingent claim to address the potential breach of contract
19 on the part of Ditech, as it relates to a foreclosure,
20 they're barred now from -- that they are now barred from
21 asserting that, even if this foreclosure action doesn't
22 start for five years.

23 MR. SLACK: Yes, Your Honor. That is what we
24 believe that --

25 THE COURT: Now, now, now, I'm sorry to interrupt

1 you. Now, when those claims get filed, and Mr. Singh is now
2 looking at all of these contingent claims, how do they get
3 resolved in the bankruptcy case?

4 MR. SLACK: So, Your Honor, like any unmatured or
5 contingent claim, if they haven't matured at the time that
6 the claims are resolved, you know, they get resolved as a
7 zero. So, you know, I think that what you have is just like
8 any contingent or any unmatured claims. And of course, the
9 Bankruptcy Code defines claim broadly, and defines it to be
10 an unmatured or contingent claim, precisely to give the
11 debtor a fresh start as to monetary claim.

12 So there would be no problem using those kinds of
13 defenses as -- those kinds of things as set-offs, for
14 example, Your Honor, or defenses to the action. And when
15 you look at the ResCap case, which is right on point, ResCap
16 makes that clear. So there's still utility in those
17 arguments, because you can, again, use them as set off. You
18 can use them as defenses. But with respect to damage
19 claims, Your Honor, I think you have it exactly right, that
20 you have to file a contingent or a matured claim. And if
21 it's not -- if it hasn't arisen at the time that the claims
22 are resolved, then you would have a zero on those claims.

23 THE COURT: And so what the debtor would have had
24 to have done would be to what, bring it -- I guess -- it's
25 not really estimation. You're just objecting and saying

1 there is no claim, or there's no (indiscernible).

2 MR. SLACK: Yes, Your Honor. That's exactly --
3 again, that's exactly right. And again, I point out, and I
4 know it's obvious, and I know I've said it, but you know,
5 that is the whole idea of defining a claim is including an
6 unmatured claim. By definition, that unmatured claim, and
7 it could be any type of unmatured or contingent claim. The
8 triggering action may not take place, but you still have to
9 file a proof of claim. And at some point, that claim gets
10 resolved.

11 THE COURT: And in our case, if -- well, I guess
12 in our case, you'd be saying had a claim been filed -- well,
13 let's assume a claim had been filed.

14 MR. SLACK: Right.

15 THE COURT: Right? Okay? Now, once the debtor
16 started the foreclosure -- what would have happened? So the
17 claim gets filed. It's filed as a contingent claim.

18 MR. SLACK: Right.

19 THE COURT: And now the foreclosure action is
20 going forward. And how would you resolve that -- the
21 contingent claim? Or would you just say, well, the
22 contingency may be resolved through the matter that's going
23 forward? You wouldn't have to --

24 MR. SLACK: So Your Honor, I think the -- your
25 question is a good one. But the Bankruptcy Court has the

1 tools to do that, and in one of a couple of different ways.

2 So if there was -- if there had been a claim
3 filed, and so now you had a separate action, the Court would
4 be able to have that action potentially go forward. But
5 quite frankly, it could do one of two things. It could
6 resolve that issue independently, much like you could in any
7 situation as to whether or not there are attorney's fees or
8 other monetary claims that, you know, that the Sharmas had
9 against the debtors at that time -- the reorganized debtors.
10 Or the Court could, you know, agree to let that get
11 processed in the other court and come back to Your Honor
12 after that process ends.

13 But Your Honor would have the tools of the
14 Bankruptcy Court to resolve that.

15 THE COURT: And so -- and they would come back, if
16 that was the route that was taken, you're saying then that
17 would be -- that would just be -- you would be saying it's a
18 prepetition claim.

19 MR. SLACK: So that's correct, Your Honor. We
20 would take the position in this case, because of the Ogle
21 and ResCap line of cases in the Second Circuit, which we
22 think are crystal clear, that that's exactly right. That
23 that is -- that it is a prepetition claim here, and, you
24 know, would be resolved the way other prepetition claims are
25 resolved.

1 THE COURT: All right. Now, in ResCap, the
2 District Court -- it seemed to me at least, the District
3 Court focused a bit on the fact that the claimants involved
4 in that litigation had a lot of notice that their claims --
5 that whatever claims -- whatever rights that could be
6 asserted against him, that the estate was preserving all of
7 that? I think the Judge talked about the plan supplement,
8 and other instances -- or other documents, I think, in which
9 it was very clear that that was the case.

10 Now, I appreciate that here, I think as you've
11 already indicated, you believe that it was very clear that
12 there was a dispute, that there was a live dispute, given
13 the situation as it existed among the parties.

14 But just from a bigger perspective -- a broader
15 perspective, and obviously -- not obviously, but I have no
16 reason to think you would know why the District Court
17 focused on that. But from your perspective, is that really
18 significant for the extent to which the -- I'm sorry to
19 interrupt you -- the extent to which something is left in --
20 you know, put in the plan to say, "Hey, beware. If you
21 don't do what you're supposed to do, you know, we're
22 preserving all our rights to, you know, to sue you." But if
23 you don't have that, it's not -- it doesn't undermine the
24 ResCap rationale?

25 MR. SLACK: I think that's right, Your Honor. I

1 think that it's much like we're arguing here. And I think,
2 again, you have it right on the nose. I think it's
3 unnecessary. I think under the Ogle and ResCap line of
4 cases, if you have a prepetition contract, if it's clear
5 from that contract that if you don't pay your mortgage, that
6 you're going to have a foreclosure. And therefore, any
7 dispute arising from that, you know, relates back to the
8 prepetition time. I think that's all that's absolutely
9 required.

10 But much like here, you had circumstances in
11 ResCap, which I think make it easier to get there, because
12 as you said in ResCap, there were certain disclosures. Just
13 as here, you know, pre-effective date, the dispute had
14 already arisen. There were actual notifications of
15 delinquency, talking about foreclosure back in, you know,
16 April and May of 2019.

17 So I think that those things are unnecessary, but
18 they sort of give comfort that, you know, there's actual
19 justice that's being done. And we think there is, in fact,
20 justice, both in the rule, and in the fact that this dispute
21 was -- didn't just come after the effective date. It had
22 been there a very long time, and the parties had been
23 communicating about it.

24 THE COURT: All right.

25 MR. SLACK: So Your Honor --

1 THE COURT: I didn't mean -- I'm sorry. Go ahead.

2 MR. SLACK: I was going to say, just a couple of
3 other things, which I think -- you know, I'd like to
4 address. I know I've been going a little bit. And that is,
5 you know, I've talked about the Ogle and, you know, ResCap
6 line, and again, we think ResCap is sort of right on point.

7 You know, but the arguments here that are, you
8 know, made by the Sharmas, and I'd like to, you know,
9 address those very quickly. They essentially make two
10 arguments. First, you know, they argue that their claim for
11 attorney's fees arises out of a state statute rather than a
12 contract, and therefore, it's somehow not captured by the
13 Ogle ResCap line of cases.

14 And with respect to that argument, you know, I
15 point out, because I think it's important. There's no
16 authority, there's no case that they've cited that makes
17 that distinction, and with good reason. You know, that
18 proposed distinction really is factually illogical, because
19 without the mortgage contract and the foreclosure action,
20 there wouldn't be any statutory claim here. So they're all
21 wrapped up together.

22 And because of that, it's not surprising that
23 several courts, you know, including the Eastern District
24 Bankruptcy Court, have rejected precisely the distinction
25 that the Sharmas are trying to make between statutory and

1 contractual claims that arise out of a contract.

2 We cite in our brief the Ruben case. Again,
3 that's an Eastern District case. And that case specifically
4 holds that although the facts of both Ogle and Travelers,
5 which is another case like Ogle, involve prepetition
6 contracts upon with the claim to attorney's fees was based,
7 the holdings of those cases also extend the claims for
8 attorney's fees and costs, which are based upon statute,
9 couldn't be clearer.

10 We cited another case from outside the Second
11 Circuit, from the Bankruptcy Court from the District of
12 Massachusetts, making that same point. So again, we don't
13 think that that distinction has any legs under the Ogle and
14 Res Cap line. And again, just to reiterate, we don't think
15 we have to get to the Ogle and Res Cap line for the reasons
16 that I said, because the dispute arose pre-effective date
17 here, and folks could have protected themselves.

18 Your Honor, the other argument that the Sharmas
19 urged the Court, you know, to adopt is the Ybarra rule,
20 which stems from the Ninth Circuit case In re Ybarra. And
21 that rule holds that claims for attorney's fees and costs
22 incurred post-petition are not discharged, where post-
23 petition, the debtor voluntarily commences litigation or
24 otherwise voluntarily returns to the fray.

25 And again, in Res Cap, that Ybarra rule was

1 rejected, and the District Court, I think, in our view very
2 wisely, recognized that the Ybarra rule is not rooted in any
3 kind of statutory interpretation, but policy considerations,
4 and that based on the Second Circuit's decision in Ogle,
5 that it was inconsistent with both the Bankruptcy Code and
6 what the Second Circuit has interpreted the Bankruptcy Code
7 as.

8 So again, we think that Res Cap, and the reasoning
9 of Res Cap, should be adopted by this court. So with that,
10 Your Honor, unless you have any further questions, I'll
11 reserve being able to take the couple of minutes for a
12 rebuttal, if possible. But other than that, I've concluded.
13 Thank you.

14 THE COURT: All right. Thank you. Mr. Riela. I
15 apologize if I didn't get the name.

16 MR. RIELA: Sure, it's Riela.

17 THE COURT: Mr. Riela, I apologize.

18 MR. RIELA: No, no problem at all. Most folks do
19 much worse. So I appreciate that.

20 Your Honor, I have a few points that I'll
21 summarize quickly, and then I'll go into in a little bit
22 more detail. First, I think with respect to the timing and
23 the basis for the claim, it may just be worthwhile to very
24 briefly summarize what that is. The effective date of the
25 plan in this case was September 30th of 2019. The

1 foreclosure action was filed eight days later on October the
2 8th.

3 The basis for the counterclaim for attorney's
4 fees, as Mr. Slack mentioned, and as we said in our papers
5 as well, is not anything in the prepetition note or the
6 mortgage, but rather a provision of the Illinois mortgage
7 foreclosure law that says that the state court may award
8 reasonable attorney's fees and costs to a Defendant who
9 prevails in a motion, in an affirmative defense, or a
10 counterclaim, or in the foreclosure action.

11 I kind of view that as a consumer protection
12 statute. Basically that there's an improper foreclosure
13 action, the State of Illinois gives mortgage foreclosure
14 defendants a way to at least get made whole, at least with
15 respect to the attorney's fees and costs.

16 In our counterclaims, the Sharmas basically are
17 saying that Ditech had instituted the foreclosure action
18 improperly, because first it violated a couple of provisions
19 of the note, specifically paragraphs 20 and 22 with respect
20 to notice and other issues, and that there is also a claim
21 that Ditech failed to abide by Consumer Financial Protection
22 Bureau regulation that we mentioned in our papers.

23 Now, obviously, that is not an issue for --

24 THE COURT: I'm sorry to interrupt you.

25 MR. RIELA: Sure.

1 THE COURT: It's a question for you.

2 MR. RIELA: Of course.

3 THE COURT: In your papers, you state, among other
4 things, the objection, I think it's around paragraphs 16
5 through 18, you contend that we should deny the motion as to
6 your clients, because the counterclaims arise under the
7 Illinois mortgage foreclosure law and Illinois Rule 137, and
8 not under the terms of the note and mortgage.

9 MR. RIELA: Correct.

10 THE COURT: In Counts I and II, right, in the
11 counterclaims, right, they are based upon provisions in the
12 mortgage. Right? So -- and so let's start there.

13 MR. RIELA: Sure.

14 THE COURT: Why is that not under the terms of the
15 note and mortgage?

16 MR. RIELA: Well, I believe the note and mortgage
17 do set forth requirements that Ditech or any servicer was
18 supposed to follow before bringing an action. I do not see
19 anything in the note or mortgage that specifically provides
20 for costs shifting between the servicer and the borrower, if
21 the borrower were to prevail in a foreclosure action.

22 This is not like an indemnification agreement,
23 like you see in the Olen case in the Second Circuit and the
24 like. Basically, yes, it's a breach of provisions of the
25 contract. But I do not believe that the contracts, unless I

1 missed it somewhere, they do not provide for any contractual
2 right of the Sharmas to get attorney's fees from Ditech.
3 That right comes under the statute.

4 THE COURT: Forgive me. I know -- so you're
5 saying that the breach of the contract under Sections 20 and
6 22, that they're breaches, that you're entitled to get
7 attorney's fees, right? But the source is state law, and
8 not the agreement?

9 MR. RIELA: Right. The source of a claim for --
10 the counterclaim for attorney's fees is the state statute.
11 So again, there is a breach of the contract under those two
12 sections, as well as a CFPB regulation.

13 And I think really where the issue really -- the
14 rubber meets the road, so to speak, and where I think Ogle,
15 Res Cap, and a host of other cases that were decided within
16 this circuit dealing with contract claims, is the question
17 of a claim arising under a contract is basically an
18 extension or a subsidiary of the issue of whether the
19 parties fairly contemplated the claim at the time that the
20 contract was entered into. And there's certainly a bunch of
21 cases, indemnification agreement. Res Cap dealt with
22 attorney's fees provisions based on violation of a covenant
23 not to sue and other issues.

24 Those are contracts where the parties have
25 specifically bargained for a right of action. And one of

1 those parties, then, asserted that contractual right of
2 action, albeit either post-petition or after the effective
3 date, depending on the case.

4 Here, we have a contract, and not just any kind of
5 contract where you would normally have two sophisticated
6 parties with relatively equal bargaining powers sitting at a
7 table and negotiating terms. This is a note and mortgage.
8 It's take it or leave it.

9 So that -- the contract, given the providence of
10 it, it's not surprising that there is no contractual right
11 of the Sharmas to bring a counterclaim for attorney's fees
12 if Ditech were to have instituted an improper foreclosure
13 action. And I think that's really where the biggest
14 distinguishing factor between Ogle and Res Cap, in our
15 cases. Not least with respect to Ogle, Ogle dealt with --
16 did not deal with discharge at all.

17 In that case, the Second Circuit held that an
18 unsecured creditor was entitled to recover post-petition
19 attorney's fees that were authorized by an enforceable
20 prepetition contract. But that was a prepetition claim.
21 And I understand where the Res Cap district court, where Mr.
22 Slack is bringing that -- the rationale that the Ogle Court
23 used to get to that specific holding about the timing of
24 contracts. But Ogle does not say anything about discharge.
25 Res Cap certainly does.

1 But in that situation, Res Cap was a case in which
2 you had sophisticated banks and alternative lenders, who
3 were selling loans to Res Cap before the petition date. Res
4 Cap bought these loans. As Your Honor had mentioned, in the
5 Res Cap case, the debtor provided very specific notice to
6 the lenders saying, "Hey look, I may be suing you later on."
7 Specifically with respect to a sophisticated party, but even
8 an unsophisticated party would know, "Okay. Well, wait a
9 second. Somebody is going to sue me. Maybe I should be
10 filing a proof of claim, or doing something to extend my
11 rights." Here --

12 THE COURT: Why -- excuse me, why wasn't that your
13 client?

14 MR. RIELA: I'm sorry.

15 THE COURT: Well, your client at the time was told
16 he was in default. There were letters.

17 MR. RIELA: Right. They were in default, and I --
18 I'm sorry, go ahead.

19 THE COURT: No, no. I'm sorry. You go ahead.

20 MR. RIELA: I'm sorry. I didn't mean -- I didn't
21 want to interrupt you, Your Honor.

22 So I think the issue there, with respect to the
23 notices that were provided during the bankruptcy case, as
24 well as the note and mortgage in the first place, I think it
25 would be certainly fair to say that there was a

1 contemplation that Ditech could institute a foreclosure
2 proceeding. That, I think, would be clear. Specific --
3 certainly if you were in default.

4 If I were in default, I would think, "Okay, Ditech
5 is going to institute a foreclosure proceeding." Nowhere in
6 any of the notices, nor should we, I think, be charged with
7 fairly contemplating, though, in April, May, or any time
8 until October 8th, 2019, that Ditech would institute an
9 improper foreclosure proceeding. And I think that is the
10 biggest issue here.

11 It goes to the point that Your Honor had made in
12 your discussion with Mr. Slack. Okay, I -- the Sharmas know
13 that they -- there could be a foreclosure proceeding.
14 Should they be forced to file a proof of claim on the
15 indicia that maybe Ditech might not follow the rules in
16 commencing a foreclosure proceeding after the effective
17 date?

18 I think what Judge Glenn had said in the Res Cap
19 bankruptcy court case, the one that was reversed by the
20 District Court, he made the point about -- that the need to
21 have protective proofs of claim if the -- if what the
22 debtors here are seeking to do. You'd be inundated with
23 protective proofs of claim. And how do we deal with those?
24 I'd be having to seek three or four years from now
25 reconsideration of a proof of claim that I would have filed.

1 Maybe the case would have been closed by the time
2 Ditech got around to filing the improper foreclosure action.
3 Not least, 1141(d) of the Bankruptcy Code says a discharge
4 occurs whether or not a proof of claim has been filed. So
5 already, we're only dealing here with discharge. I
6 understand the issues with respect to proof of claim, and
7 maybe we can get a slice of whatever pot of money there is.

8 But whether or not we filed a proof of claim, the
9 question -- the claim that would be dischargeable would have
10 arisen before the confirmation date, or I guess the
11 effective date, under 1141(d).

12 And there are a couple of other cases as well,
13 given where the Second Circuit had gone afterwards, I'm not
14 sure to what extent they're viable, but there is the
15 Bankruptcy Court's decision in two cases involving Texaco.
16 One, Texaco Inc. v. Board of Commissions of the LaFourche
17 Basin Levee District, which is at 254 B.R. 536 (Bankruptcy
18 SDNY, 2000) by Judge Hardin. And also Texaco v. Wolverine
19 Exploration Company at 218 B.R. 1 (Bankruptcy, Southern
20 District of New York, 1998).

21 They were cited by Judge Glenn in the ResCap
22 bankruptcy case. And what those cases said is that future
23 claims for possible future breaches of contracts do not
24 actually constitute claims under Section 1015 of the
25 Bankruptcy Code. Its reliability asserted in the case is

1 based on a breach of contract that occurred before
2 confirmation that a claim would need to be filed by -- in
3 the bankruptcy. And confirmation of a plan of
4 reorganization discharged the debtor for its pre-
5 confirmation liabilities.

6 Now, I think those cases make a lot of sense,
7 specifically given what 1141(d) of the Bankruptcy Code says.
8 And I do not believe that either Ogle, ResCap, or any of the
9 other cases afterwards specifically denounced those -- the
10 Texaco line of cases. To the extent that Your Honor
11 believes that those line of cases is correctly decided, I
12 think that would lead to our claim for attorney's fees not
13 being discharged, because again, these come from post-
14 effective date actions by the debtors.

15 Moving quickly through the Ybarra, returning to
16 the Fray line of cases. The ResCap District Court kind of
17 made it sound like it was one, maybe two strange outlier
18 cases from the Ninth Circuit. In fact, though, there are
19 other cases that came to the same conclusion. We cited them
20 in our papers, but a few of them were Assure v. Vermont, In
21 re: SURE-SNAP, 983 F.2d 1015 (Eleventh Circuit, 1993); In
22 re: Hadden, 57 B.R. 187 (Bankruptcy, Western District of
23 Wisconsin, 1986); In re: Grynberg, 113 B.R. 709 (Bankruptcy
24 District of Colorado, 1990); and then Judge Glenn in the
25 ResCap bankruptcy decision that was reversed by the district

1 courts.

2 So those cases basically came to the same
3 conclusion that the Ninth Circuit did in Segal and Ybarra
4 with respect returning to the fray. And I think the
5 statutory basis, and I would respectfully submit that the
6 ResCap district court incorrectly decided that case, at
7 least with respect to the Ybarra matter, because I believe
8 that there is a statutory underpinning behind those cases.
9 And again, that's 1141(d) of the Bankruptcy Code, which says
10 that the confirmation of a plan discharges the debtor from
11 any debt that arose before the date of confirmation.

12 If a debtor were to return to the fray, I would
13 argue that that would be arising after the confirmation.
14 Decided that, at least could be a statutory basis for the
15 Ybarra rule. I also believe that principles of equity also
16 favor the Sharmas here. The estate here is trying to thwart
17 the counterclaims based on its own post-effective date
18 conduct. Ditech has asserted that the Sharmas have
19 defaulted on the note, and certainly they can bring a
20 foreclosure action to do that.

21 But if they want to get the benefits of the
22 prepetition note and mortgage, it needs to follow the rules
23 in order to get those benefits. If it doesn't follow the
24 rules, and that's really an issue again for the Illinois
25 State Court to decide, then as a matter of equity, at the

1 very least, the discharge injunction should not shield them
2 from the consequences of doing so, particularly given that
3 the Defendants here are not large banks or sophisticated
4 lenders like you had in ResCap, or big companies like you
5 had in the other cases that dealt with the contract claim
6 issues. We're dealing here with the family.

7 Texaco v. Board of Commissioners for the LaFourche
8 Basin Levee District, again at 254 B.R. 536, says that the
9 consequence of a debtor's continuing to reap the benefits of
10 a contract that has neither assumed nor rejected, is that
11 the debtor must comply with all the obligations and burdens
12 of the contracts, just as though it had been assumed under
13 Section 365.

14 Now, I don't think that the note or mortgage was
15 assumed in this case, but certainly they are acting as
16 though -- that they're getting the benefit of the note and
17 mortgage. And if they want to do that post-effective date,
18 they need to follow the rules, and they should not be
19 unshackled by a discharge injunction from the consequences
20 of them doing so potentially wrongly.

21 I mentioned already before my thought about the
22 ResCap District Court case being distinguishable, because
23 again, it dealt with a prepetition contract where there's
24 specific language that dealt with who pays what to whom if
25 something happens. Again, in this situation, there is no

1 provision in the note or mortgage that I saw that grants the
2 Sharmas the right to get attorney's fees from Ditech if it
3 instituted an improper foreclosure action.

4 To respond to one of your questions to Mr. Slack,
5 Your Honor, about what's the difference between a contract
6 claim and a tort claim, a contract claim and a statutory
7 claim. I think the reason that there is a difference here
8 is that there are cases. Certainly the ResCap, a district
9 court case, the Olen case from 20 years ago or so, deals
10 with claims arising out of a contract, and those arise at
11 the time that the contract was executed.

12 Here, again, I do not think these are contract
13 claims. So then you look into the other tests that the
14 Second Circuit and others have applied in dealing with tort
15 claims, or claims arising out of a statute, such as the
16 conduct tests, the prepetition relationship test, or the
17 fair contemplation test.

18 And under at least some interpretations of those
19 tests, dischargeability hinges on some sort of prepetition
20 or pre-effective date conduct, such as a pre-effective date
21 toxic waste spill or defective products that were
22 manufactured prepetition.

23 There needs to be -- outside of the contract
24 sphere, there needs to be some action that occurred
25 prepetition if those tests are to yield to the answer that

1 claims under a statute or torts are discharged. I'll
2 mention real briefly with respect to the cases that the plan
3 administrator had cited in support of their arguments, and
4 there were two. Rubin Family Irrevocable Stock Trust at 516
5 B.R. 221 (Bankruptcy, Eastern District of New York, 2014).

6 There, what the Court dealt with was not
7 discharge, but whether the right to attorney's fees and
8 costs that was set forth in a prepetition judgment is
9 allowable under 502. So prepetition judgment versus a
10 prepetition contract. And what the Court held in that case
11 is that a creditor could, indeed, assert an unsecured post-
12 petition claim for attorney's fees that arose out of
13 prepetition judgments under Section 502. Again, not a word
14 in that case about discharge.

15 CD Realty Partners, the other case that was cited,
16 205 B.R. 651 out of the Bankruptcy Court of Massachusetts
17 (1997), did deal with discharge. But I do not read the case
18 the same way that Mr. Slack does as the court saying, you
19 know, that you look at contract claims and statutory claims
20 in the same way. In that situation, there was a claim that
21 was a hybrid. It was both contractual and statutory. It
22 was ERISA and another federal statute that regulated how an
23 employer needed to meet its contractual obligations to
24 provide pension benefits.

25 What the court there said is that the court agreed

1 with the non-debtor party in that litigation that not every
2 post-confirmation right to payment is a contingent claim.
3 The Court agreed with the non-debtor's argument there that
4 to be a contingent claim, a post-confirmation right to
5 payment must have some significant root in the pre-
6 confirmation past.

7 The court said there that the expansive definition
8 of claim and its legislative history surely points us in a
9 direction, but provides little indication as to how far we
10 should travel.

11 What the court did in that particular case is it
12 looked at the statute itself. It actually analyzed the
13 statute to come to the conclusion that the claims were
14 discharged there under the statute. It did not simply say,
15 okay, a contract claim is the same as a statutory claim, and
16 we're just going to go ahead and discharge the claim.
17 There's actually real analysis there.

18 And other than -- unless Your Honor has any other
19 questions, I think I've covered everything that I wanted to
20 mention. If I need to respond to anything that Mr. Slack,
21 I'll be as brief as possible.

22 THE COURT: All right. That'll be fine. Mr.
23 Slack?

24 MR. SLACK: Just a couple of points, Your Honor.
25 So counsel had talked about, you know, policy. And I think

1 policy is important here, Your Honor, in a couple of
2 respects. First, whenever you have a plan, and whether
3 you're talking about this -- and I'm not talking about this
4 particular plan, but certainly it occurred in this
5 particular plan, people rely on the claims pool based on the
6 definitions in the Bankruptcy Code, and in particular the
7 contingent and unmatured.

8 And you know, so it's important, you know, that
9 there be that kind of consistency. And I know that, again,
10 counsel talked about, you know, whether it comes up in the
11 discharge, this issue with Ogle and ResCap comes up in a
12 discharge or some other context, it's exactly the point,
13 Your Honor, is that the definition of claim is so important
14 and so fundamental, that this decision is important not just
15 to a plan injunction, but it also goes into automatic stay,
16 obviously, bar date orders, and other fundamental deadlines
17 of a bankruptcy.

18 So the definition of claim, when you had Ogle and
19 ResCap talking about the definition of a claim, and I really
20 should say Ogle in particular, you know, it's talking about
21 the definition of claim as a whole, not for any one purpose.
22 And so there's not one Ogle rule for discharge, and another
23 Ogle rule for other parts of the Code. It's all
24 interpreting the same term, and it works the same way.

25 So when you try to distinguish Rubin, for example,

1 where Rubin talks specifically about Ogle and Travelers and
2 prepetition contracts, it doesn't matter what context it
3 comes up, because the definition of claim, as encompassing
4 an unmatured and contingent claim, is the same.

5 The second point, Your Honor, is there were a
6 number of cases that were mentioned by counsel, the Texaco
7 cases, those are all pre-Ogle, and don't survive Ogle. The
8 idea that, you know, of what the definition of a claim is,
9 and the fact that it includes a contingent and unmatured
10 claim was central to Ogle. So we would posit that those
11 cases, you know, all pre-Ogle don't survive the Ogle line.
12 And what Ogle says is that as long as you have a contract
13 that fairly contemplates the kind of thing like a
14 foreclosure, or a litigation, that that is absolutely
15 sufficient under the law.

16 One other point, Your Honor, is, you know, I think
17 there was some confusion about your questioning about the
18 complaint itself. Because if you look at the complaint
19 itself, and you look at what they've alleged as damages,
20 their claims are for damages, and they do have attorney's
21 fees in there, but they also claim damages.

22 So there are numerous -- and, you know, this is
23 obviously -- the complaint is attached to the papers, and
24 Your Honor can look at it. But this clearly is a complaint
25 that seeks damages, monetary damages, as well as attorney's

1 fees. And all of those would, you know, what we believe
2 would be claims that are barred by the plan injunction.

3 And so, Your Honor, with that, unless you have any
4 further questions, you know, I'll complete my presentation.

5 THE COURT: All right. That's fine.

6 MR. RIELA: (Indiscernible) any longer. I just
7 wanted to say with respect to the Ogle case, and you'd be
8 able to see this on page 146 of that agreement here -- I'm
9 sorry, of that decision. It says that a contingent claim
10 under the Code refers to obligations that will become due
11 upon the happening of a future event that was within the
12 actual or presumed contemplation of the parties at the time
13 the original relationship between the parties was created.
14 And it cites In re Manville Forest Products Corporation, 209
15 F.3d 125 (Second Circuit, 2000).

16 So certainly claim does have a very broad
17 definition. I'm certainly not disputing that it does. But
18 just like with the Court in CD Realty it said just because
19 the definition of claim is broad doesn't mean it includes
20 everything. It needs to be in the actual or presumed
21 contemplation of the parties. Is a foreclosure within the
22 contemplation of the parties? Sure. An improper
23 foreclosure? I don't think so. Thank you, Your Honor.

24 THE COURT: Thank you. All right. Anything
25 further?

1 MR. SLACK: The only thing I would say, Your
2 Honor, again, Richard Slack for the plan administrator, is
3 when you look at that case Ogle, and you look at the line of
4 cases after Ogle, what they say specifically is where you
5 have claims that arise out of a contract that are -- and the
6 contract talks about the precise kind of litigation, here a
7 foreclosure litigation, then all of the parties are on
8 notice.

9 And if you have claims arising out of that
10 foreclosure litigation, you know, nobody knows exactly what
11 claims are going to -- what specific causes of action. But
12 if you have claims arising out of a foreclosure, that that
13 is within the contemplation of the parties. And that's
14 ResCap, and that's Ogle, and the line of cases.

15 THE COURT: Yeah, but it's -- but ResCap, the
16 claims, right, the damage claims that were being asserted,
17 right, were -- I guess where I'm having a little trouble
18 here is I think you're saying that the damages at issue
19 here, as it relates to -- that under the complaint, when you
20 were talking about looking at the claim, you're talking
21 about the counterclaims, is that right?

22 MR. SLACK: That's right. The counterclaims, Your
23 Honor.

24 THE COURT: Okay. Let's look at them. Because if
25 you pull them up, and I'm looking at the second claim, but

1 if you look at the first as well -- are you able to get a
2 hold of them or --

3 MR. SLACK: I have it, Your Honor. It's in one of
4 the exhibits to --

5 THE COURT: Yeah, no. I've got it. Thank you.
6 I've got it. And, Mr. Riela, you have it?

7 MR. RIELA: I do.

8 THE COURT: Great. Let's look at the second
9 counterclaim that's on page 8. All right, and I look at it
10 and the allegations in it, and the breach -- the alleged
11 breaches of the failure to comply with Section 22, etcetera.
12 And then in 66, they say there's the direct and proximate
13 result of the breach, the incurred damages in the amount of
14 the payments (indiscernible) failed to make under the note,
15 etcetera. And then the cite in 67 is to -- you have Section
16 15-1510. That's the (indiscernible).

17 MR. SLACK: That's correct.

18 THE COURT: So, Mr. Riela, you are asking for
19 damages arising under the contract as it relates to -- in
20 paragraph 66, right?

21 MR. RIELA: Correct. So again, I -- I think
22 there's a distinction here, at least, that I believe is
23 important. Yes. We're asserting among -- along with the
24 CFPB regulation breach, the breach of both paragraph 20 and
25 22.

1 When we get to the question, though, of what was
2 in the contemplation of the parties at the time of the
3 mortgage and note execution 13 years ago or so, was whether
4 there was any contemplation that there could be attorney's
5 fees or other kind of costs that could be brought against
6 Ditech for that, because it's not -- that is not in the
7 contract itself.

8 There are conditions precedent to what Ditech
9 needs to follow to have a proper foreclosure action, but
10 unlike ResCap, and Ogle -- not Ogle, but Olen, there's
11 nothing in the contract that spells out any kind of fee
12 shifting or anything along those lines, where it would be
13 very clear as to what the contemplation of the parties was.

14 THE COURT: Okay. But what you're saying is 67
15 addresses the attorney's fees and costs. And you're saying
16 --

17 MR. RIELA: Yes.

18 THE COURT: -- well, look, when we entered the
19 agreement, it wouldn't be fair contemplation that maybe you
20 could say, well, look, you enter into a note and mortgage,
21 there's always a possibility there's going to be a
22 foreclosure. All right? But do I have to assume that -- or
23 really contemplate now and file a claim to protect against
24 an improper foreclosure?

25 MR. RIELA: Right.

1 THE COURT: Right?

2 MR. RIELA: Yes.

3 THE COURT: Well, 66 doesn't talk about the
4 improper foreclosure, does it? What I'm trying to
5 understand, sure is it possible that there could be a breach
6 of paragraph 22? I mean, why wouldn't that be within the
7 contemplation?

8 MR. RIELA: Yes. I think it would be fair to say
9 that any kind of -- there's always going to be -- the breach
10 of any contract would be within the fair contemplation.
11 There are cases certainly that have said that.

12 I think the difference, though, here is that --

13 THE COURT: I'm sorry. I apologize. I'm sorry
14 for interrupting you.

15 MR. RIELA: Sure, no.

16 THE COURT: So when we're talking about the
17 damages, what you're focused on then is just the attorney's
18 fees, and the cost -- the 15-1504? Excuse me, 1510 damages.

19 MR. RIELA: Yes.

20 THE COURT: Claims.

21 MR. RIELA: I think, though -- yes. Really, the
22 focus there is on the statutory right. Yes.

23 THE COURT: All right. So you don't disagree that
24 to the extent that damages are being sought in the
25 counterclaims, other than to the extent that they're being

1 asserted under the statute, and then 137, that the
2 injunction would apply to the other damages, or any other
3 damage claim you would have.

4 MR. RIELA: I think -- there would certainly be a
5 much better argument that any damages that are intrinsic to
6 the contract would be within the fair contemplation. And I
7 could see, just speaking as the lawyer -- as a lawyer here -
8 - I could see that there would be a stronger basis to impose
9 a discharge injunction with respect to claims that are
10 intrinsic within the contract itself. If that answers your
11 question.

12 THE COURT: Yes, thank you.

13 MR. SLACK: Your Honor --

14 THE COURT: Yes.

15 MR. SLACK: -- one point, if I might.

16 THE COURT: Yes, please.

17 MR. SLACK: So I think that line of questioning is
18 insightful and gets us about 99 percent of the way there,
19 because you know, if in fact, you know, as I think Your
20 Honor correctly posed, it's within the fair contemplation of
21 the parties, that somebody might not comply with paragraph
22 22.

23 What's going on here is that the failure to comply
24 with 22 and give that notice is precisely the same conduct
25 that they're arguing, you know, now allows them to get

1 statutory fees, you know, under the statute, and under, I
2 think, Rubin and that line of cases.

3 Once you get to the point where you say that that
4 kind of a claim, a claim arising out of failing to give
5 notice is within the fair contemplation, which I think it
6 is, and I think that's correct, then any claim, whether it's
7 statutory for fees or otherwise, also arises within the fair
8 contemplation of the parties.

9 And we think that's precisely, again, the line of
10 cases that we cited in Rubin, as well as consistent with
11 ResCap. So that's all I had to say. Thank you.

12 THE COURT: All right. Thank you.

13 All right. First off, thanks very much for
14 spending as much talking about this as we have. I found
15 this very, very useful. I'll try to get this resolved as
16 quickly as possible. All right?

17 (Chorus of thank you)

18 THE COURT: Thank you all. Thank you very much.
19 I think, Mr. Singh, I think that's -- is that --

20 MR. SINGH: That's it, Your Honor. We are done.

21 THE COURT: Are we done?

22 MR. SINGH: Yes.

23 THE COURT: All right. Great. Well, thank you
24 again.

25 (Chorus of thank you)

1 (Whereupon these proceedings were concluded at 1:22 PM)
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C E R T I F I C A T I O N

We, Pamela Skaw and Jamie Gallagher, certify that the foregoing transcript is a true and accurate record of the proceedings.

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**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

NOT FOR PUBLICATION

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<i>In re:</i>	:	Case No. 19-10412 (JLG)
	:	Chapter 11
Ditech Holding Corporation, <i>et al.</i> ,	:	
	:	(Jointly Administered)
Debtors ¹	:	
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**MEMORANDUM DECISION AND ORDER GRANTING PLAN ADMINISTRATOR'S
SIXTH OMNIBUS MOTION TO ENFORCE THE PLAN INJUNCTION AND
CONFIRMATION ORDER [ECF NO. 2656] AS IT RELATES TO
GAUTAM AND PANTHOBI SHARMA**

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¹ The Wind Down Estates, along with the last four digits of their federal tax identification number, as applicable, are Ditech Holding Corporation (0486); DF Insurance Agency LLC (6918); Ditech Financial LLC (5868); Green Tree Credit LLC (5864); Green Tree Credit Solutions LLC (1565); Green Tree Insurance Agency of Nevada, Inc. (7331); Green Tree Investment Holdings III LLC (1008); Green Tree Servicing Corp. (3552); Marix Servicing LLC (6101); Walter Management Holding Company LLC (9818); and Walter Reverse Acquisition LLC (8837). The Wind Down Estates' principal offices are located at 1100 Virginia Drive, Suite 100, Fort Washington, Pennsylvania 19034.

HON. JAMES L. GARRITY, JR.
U.S. BANKRUPTCY JUDGE

Introduction²

Section 10.5 of the Debtors' confirmed Plan³ contains an injunction provision (the "Plan Injunction") which bars the holders of claims that arose prior to the Plan's Effective Date from "commencing, conducting or continuing in any manner, directly or indirectly, any suit, action, or other proceeding of any kind" against or affecting the Debtors. Gautam and Panthobi Sharma (the "Sharmas") are party to a Note and Mortgage relating to certain residential real property. Eight days after the Effective Date, Ditech Financial LLC ("Ditech") commenced an action against the Sharmas in Illinois state court to foreclose the Mortgage (the "Foreclosure Action"). In that action, the Sharmas are asserting counterclaims against Ditech for money damages occasioned by and arising out of Ditech's alleged breach of contract and foreclosure on the Mortgage (the "Counterclaims"). The Plan Administrator contends, and the Sharmas deny, that the Plan Injunction bars them from pursuing any claim for money damages against Ditech in the Foreclosure Action. The matter before the Court is the Plan Administrator's Sixth Omnibus Motion to Enforce the Plan Injunction and Confirmation Order (the "Motion").⁴ The Plan Administrator filed a Reply to the Objection.⁵ As relevant, through the Motion, the Plan Administrator seeks to enforce the Plan Injunction and enjoin the prosecution of the

² Capitalized terms that are not defined in this section either are defined below, or have the meanings ascribed to them in the confirmed Plan.

³ Third Amended Joint Chapter 11 Plan of Ditech Holding Corporation and its Affiliated Debtors (ECF No. 1326) ("Plan"); Order Confirming Third Amended Joint Chapter 11 Plan of Ditech Holding Corporation and its Affiliated Debtors (the "Confirmation Order") [ECF No. 1404].

⁴ Plan Administrator's Sixth Omnibus Motion to Enforce the Plan Injunction and Confirmation Order [ECF No. 2656].

⁵ Plan Administrator's Reply to the Objection of Gautam and Panthobi Sharma To the Sixth Omnibus Motion to Enforce the Plan Injunction and Confirmation Order [ECF No. 2804]. The Declaration of Richard Slack (the "Slack Declaration") is annexed as Ex. 1 to the Reply.

Counterclaims. The Sharmas object to the Motion.⁶ For the reasons stated herein, the Court overrules the Objection and grants the Motion.

Jurisdiction

A party invoking this Court’s post-confirmation jurisdiction must demonstrate both (i) that the matter has a “close nexus to the bankruptcy plan or proceeding, as when a matter affects the interpretation, implementation, consummation, execution, or administration of the confirmed plan or incorporated litigation trust agreement,” *Penthouse Media Group v. Guccione (In re Gen. Media, Inc.)*, 335 B.R. 66, 73 (Bankr.S.D.N.Y.2005) (quoting *Binder v. Price Waterhouse & Co., LLP (In re Resorts Int’l, Inc.)*, 372 F.3d 154, 168-69 (3d Cir. 2004)); and (ii) that the plan provides for the retention of jurisdiction over the dispute. *Id.* (citing *Hosp. and Univ. Prop. Damage Claimants v. Johns Manville Corp. (In re Johns–Manville Corp.)*, 7 F.3d 32, 34 (2d Cir.1993)). *See also Cohen v. CDR Creances S.A.S. (In re Euro-Am. Lodging Corp.)*, 549 F. App’x 52, 54 (2d Cir. 2014) (“A party may invoke the authority of the bankruptcy court to exercise post-confirmation jurisdiction only if the matter has a close nexus to the bankruptcy plan . . . and the plan provides for the retention of such jurisdiction”) (internal citations omitted) (summary order); *Ace Am. Ins. Co. v. State of Mich. Workers’ Comp. Ins. Agency (In re DPH Holdings Corp.)*, 448 F. App’x 134, 137 (2d Cir. 2011) (summary order), *cert. denied*, 567 U.S. 935 (2012). *See also Travelers Indem. Co. v. Bailey*, 557 U.S. 137, 151 (2009) (a bankruptcy court retains post-confirmation jurisdiction to interpret and enforce its own orders).

⁶ Objection of Gautam and Panthobi Sharma to Plan Administrator’s Sixth Omnibus Motion to Enforce the Plan Injunction and Confirmation Order [ECF No. 2778] (the “Objection”).

The Motion has a “close nexus” to the Plan, because the Plan Administrator seeks to enforce the Plan Injunction – a provision of the Plan – and the Confirmation Order, a prior order of the Court. *See, e.g., In re Avaya Inc.*, No. 17-10089 (SMB), 2018 WL 4381524, at *3 (Bankr. S.D.N.Y. Sept. 12, 2018) (finding that motion to enforce Bar Date Order injunction and Discharge Injunction under confirmed plan had “close nexus” to plan.) The Plan provides for the retention of jurisdiction over the dispute because under the Plan the Court retained jurisdiction “to issue injunctions, enter and implement other orders, and take such other actions as may be necessary or appropriate to restrain interference by any Entity with the consummation, implementation, or enforcement of the Plan, the Confirmation Order, or any other order of the Bankruptcy Court[.]” (Plan, Art. XI § 11.1(g)), “to hear, adjudicate, decide, or resolve any and all matters related to Article X of the Plan, including, without limitation, the releases, discharge, exculpations, and injunctions issued thereunder.” *Id.*, Art. XI § 11.1(n). Accordingly, the Court has subject matter jurisdiction over the Motion.

Background

On February 11, 2019, Ditech Holding Corporation (f/k/a Walter Investment Management Corp.) and certain of its affiliates (the “Debtors”) filed petitions for relief under Chapter 11 of Title 11 of the United States Code (the “Bankruptcy Code”) in this Court. They remained in possession of their business and assets as debtors and debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code. On September 26, 2019, the Debtors confirmed their Plan, and on September 30, 2019 (the “Effective Date”), the Plan became

effective.⁷ Article X of the Plan addresses the “Effect Of Confirmation Of Plan.” Section 10.5 of the Plan contains the Plan’s Injunction provisions. As relevant, it states that

[A]ll Entities who have held, hold, or may hold Claims against or Interests in the Debtors . . . are permanently enjoined, on and after the Effective Date, solely with respect to any Claims, Interests . . . from (i) commencing, conducting or continuing in any manner, directly or indirectly, any suit, action, or other proceeding of any kind (including, without limitation, any proceeding in a judicial, arbitral, administrative or other forum) against or affecting the Debtors . . .”

Plan, Art. X § 10.5(b). It also provides that “[t]he injunctions in this Section 10.5 shall extend to any successors of the Debtors (including the Wind Down Estates) . . . and their respective property and interests in property.” *Id.* Art. X § 10.5(d). The Wind Down Estates and their counsel reviewed pending litigations against the Debtors to identify litigations where, among other things, (i) the parties to such litigations were, in fact, asserting pre-petition monetary claims against the Debtors (as opposed to, for example, a defense to a foreclosure action), (ii) the litigation against the relevant Debtors was active, and (iii) the counterparty was aware of the Plan Injunction. Motion ¶ 2. The Wind Down Estates sent letters to approximately 565 litigants who have filed claims for monetary damages against the Debtors to inform them of the Court’s confirmation of the Plan and the Plan Injunction and to request that they dismiss the monetary claims subject to the Plan Injunction. *Id.* ¶ 3.⁸ Once informed of the Plan Injunction or after follow-up communications, more than 400 parties voluntarily dismissed their monetary claims against the Debtors. *Id.* The correspondence notwithstanding, some parties (the “Litigation Parties”) either continued to actively pursue their monetary damages claims, affirmatively

⁷ Notice of (I) Entry of Order Confirming Third Amended Joint Chapter 11 Plan of Ditech Holding Corporation and its Affiliated Debtors, (II) Occurrence of Effective Date, and (III) Final Deadline for Filing Administrative Expense Claims [ECF No. 1449].

⁸ See Motion Ex. 2 (sample of letter).

refused to dismiss them or have ignored repeated requests and refused to even respond to the letters and emails notifying them of the Plan Injunction. *Id.* ¶ 4.

Gautam and Panthobi Sharma

The Sharmas are among the Litigation Parties. On November 16, 2007, Gautam and Panthobi Sharma executed a promissory note (the “Note”) and a mortgage (the “Mortgage”) with Bank of America, N.A., relating to residential real property located at 554 Bovidae Circle, Naperville, Illinois. Objection ¶ 7. The Mortgage and the Note were subsequently modified pursuant to a loan modification agreement that the parties executed in June 2018. *Id.*

On April 23, 2019, the Debtors defaulted under the Mortgage when a check for their April Mortgage payment was not honored by the Sharmas’ bank. The Mortgage provides that upon default, “Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding.” *See* Mortgage ¶ 22.⁹ On May 1, 2019, Ditech sent a notice to Mr. Sharma regarding the delinquency of his mortgage account.¹⁰ In that notice, Ditech advised him, among other things, that the “[f]ailure to make a payment as described above may result in Ditech exercising its contractual rights[,]” and that “[t]his notice does not preclude Ditech from pursuing additional legal or equitable remedies available pursuant to applicable state or federal laws.” May 1 Notice. Ditech also informed the Sharmas that in sending the notice, it was acting as “a debt collector . . . in an attempt to collect a debt.” *Id.* On May 7, 2019, Ditech sent another notice to Mr. Sharma regarding the delinquency of his mortgage account.¹¹ Without limitation,

⁹ A copy of the Mortgage is annexed as Ex. A to the Complaint for Foreclosure (the “Complaint”) which is annexed as Ex. A to the Objection.

¹⁰ A copy of the notice (the “May 1 Notice”) is annexed as Ex. C to the Slack Declaration.

¹¹ A copy of the notice (the “May 7 Notice”) is annexed as Ex. D to the Slack Declaration.

in the “Frequently Asked Questions” section of the notice, Ditech advised Mr. Sharma, among other things, that

If you do not respond to your lender’s notices to you regarding past due payments, your lender may refer your loan to foreclosure in accordance with your mortgage loan documents and applicable law.

May 7 Notice. On May 23, 2019, Ditech sent a notice to Mr. Sharma regarding the delinquency of his mortgage account.¹² In that notice, Ditech advised Mr. Sharma, among other things, that “YOUR ACCOUNT IS OR WAS MORE THAN 30 DAYS PAST DUE” *Id.*

Bar Date

On February 22, 2019, the Court entered an order establishing a General Bar Date for claims of April 1, 2019, at 5:00 p.m. (prevailing Eastern Time).¹³ In part, the order states that the term “claim” is “as defined in Section 101(5) of the Bankruptcy Code.” As relevant, the Court-approved “Notice of Deadlines Requiring Filing of Proofs of Claim” states that

Under section 101(5) of the Bankruptcy Code and as used in this notice, the word “claim” means a right to (a) payment, whether or not such right is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured, or unsecured; or (b) a right to an equitable remedy for breach of performance if such breach gives rise to a right to payment, whether or not such right to an equitable remedy is reduced to judgment, fixed, contingent, matured, unmatured, disputed, undisputed, secured, or unsecured.

On May 2, 2019 (just after the Sharmas’ payment default under the Mortgage), this Court entered an order further extending the Bar Date for consumer borrower claims to June 3, 2019, at 5:00 p.m. (prevailing Eastern Time).¹⁴ Between May 3, 2019 and May 8, 2019, Epiq Corporate

¹² A copy of the notice (the “May 23 Notice”) is annexed as Ex. E to the Slack Declaration.

¹³ Order Establishing Deadline for Filing Proofs of Claim and Approving the Form and Manner of Notice Thereof [ECF No. 90].

¹⁴ Order Further Extending General Bar Date for Filing Proofs of Claim for Consumer Borrowers *Nunc Pro Tunc* [ECF No. 496].

Restructuring, LLC (“Epiq”), as the Debtors’ noticing agent, sent notice of the extended Bar Date to the Sharmas, by email and mail. *See* Conklin Affidavit ¶ 2.¹⁵ In addition, between May 2019 and October 2019, Epiq provided the Sharmas with actual notice of the Ditech bankruptcy proceedings by multiple mailings and emails. *See* Conklin Affidavit. Epiq’s records do not indicate that any mailing or email to the Sharmas was returned or bounced back as undelivered. *Id.* ¶7. The Sharmas did not file a proof of claim herein.

The Foreclosure Action

On October 8, 2019, eight days after the Effective Date, Ditech commenced the Foreclosure Action against the Sharmas in the Circuit Court for the Eighteenth Judicial Circuit in DuPage County – Wheaton, Illinois. In its Complaint, Ditech asserts, among other things, that the Sharmas are in default under the Mortgage because they failed to pay the required monthly Mortgage installments due April 1, 2019 and thereafter. Complaint ¶ 3(J). On March 10, 2020, the Sharmas filed their Answer and Affirmative Defenses in the Foreclosure Action (the “Sharma Answer”).¹⁶ For their affirmative defenses, the Sharmas assert that prior to commencing the Foreclosure Action, Ditech failed to provide them with written notices (i) called for under sections 20 and 22 of the Mortgage (First and Second Affirmative Defenses); and (ii) as required under both 12 C.F.R. § 1024.39(b), a Consumer Financial Protection Bureau (“CFPB”) regulation, and the Federal Real Estate Settlement Procedures Act (“RESPA”) (Third Affirmative Defense). *See* Sharma Answer at 3-9. *See also* Objection ¶¶ 2, 10, 11. On March 10, 2020, the Sharmas also filed the following Counterclaims against Ditech:

¹⁵ *See* Affidavit of Service of Tim Conklin, from Epiq, the Debtors’ noticing agent, annexed as Ex. 2 to the Reply [ECF No. 2804].

¹⁶ A copy of the Sharmas Answer and Affirmative Defenses is annexed to the Objection as Ex. B.

- Count I: Breach of Contract Based on Section 20 of the Mortgage
- Count II: Breach of Contract Based on Section 22 of the Mortgage
- Count III: Violation of the Consumer Financial Protection Bureau Regulations: Noncompliance with 12 C.F.R. § 1024.39
- Count IV: Violation of the Illinois Consumer Fraud Act: Breach of Contract Based [sic] Section 20 of the Mortgage
- Count V: Violation of the Illinois Consumer Fraud Act: Breach of Contract Based [sic] Section 22 of the Mortgage
- Count VI: Violation of the Illinois Consumer Fraud Act: Noncompliance with 12 C.F.R. § 1024.39

See Counterclaims.¹⁷ *See also* Objection ¶¶ 3, 13. In the Counterclaims, the Sharmas seek two forms of monetary damages from Ditech: (i) actual damages occasioned by the Ditech's alleged breaches of the Mortgage and alleged violations of state law (e.g., Counterclaim ¶ 40),¹⁸ and (ii) attorneys' fees and other costs under 735 ILCS 5/15-1510 of the Illinois Mortgage Foreclosure Law (e.g., Counterclaim ¶ 41.)¹⁹ That provision authorizes a state court to award reasonable attorneys' fees and costs to a defendant in a foreclosure action who prevails in a motion, an affirmative defense or counterclaim, or in the foreclosure action.²⁰

¹⁷ A copy of the Counterclaims is annexed to the Objection as Ex. C.

¹⁸ Counterclaim ¶ 40 states, as follows:

As a direct and proximate result of said breach, the Plaintiff caused GAUTAM SHARMA and PANTHOBI SHARMA to incur damages in an amount equal to the payments Plaintiff claims Defendants failed to pay under the Mortgage and/or Note, any and all fees, interests, costs, alleged by Plaintiff is due to it, including, but not necessarily limited to attorney's fees, property inspection costs/fees, court reporter fees, expenses and costs of litigation, as stated and alleged by Plaintiff in its Complaint; as well as Defendants' own fees, costs, expenses and attorney's fees relative to these proceedings.

¹⁹ Counterclaim ¶ 41 states, as follows:

Pursuant to 735 ILCS 5/15-1510, the Plaintiff is liable to GUATAM SHARMA and PANTHOBI SHARMA for all fees, costs, and expenses incurred relative to these proceedings.

²⁰ Section 5/15-1510 states, as follows:

The Motion

In the Motion, the Plan Administrator is seeking the entry of an order pursuant to sections 105(d), 524 and 1141 of the Bankruptcy Code and Rules 1015(c), 3020(d) and 9007 of the Federal Rules of Bankruptcy Procedure and the Confirmation Order, for authority to enforce the Plan Injunction. The Plan Administrator seeks to (i) enforce the Plan Injunction by prohibiting the Litigation Parties from continuing prosecution of their monetary claims against the Debtors; (ii) permit the Plan Administrator on behalf of the Wind Down Estates to seek sanctions in the event that a Litigation Party continues its refusal to dismiss its monetary claims against the Debtors; and (iii) permit the Wind Down Estates, upon entry of the Proposed Order to file a notice (the “Enforcement Notice”)²¹ in each court before which a Litigation Party is asserting monetary claims against the Debtors, including a description of the order and the ability to seek sanctions. Motion at ¶ 5. Prior to the initial hearing on the Motion, eight Litigation Parties filed formal or informal objections to the Motion or requested that the hearing with respect to their matters be adjourned. Seven of those Litigation Parties either have dismissed their claims or are

(a) The court may award reasonable attorney’s fees and costs to the defendant who prevails in a motion, an affirmative defense or counterclaim, or in the foreclosure action. A defendant who exercises the defendant’s right of reinstatement or redemption shall not be considered a prevailing party for purposes of this Section. Nothing in this subsection shall abrogate contractual terms in the mortgage or other written agreement between the mortgagor and the mortgagee or rights as otherwise provided in this Article which allow the mortgagee to recover attorney’s fees and costs under subsection (b).

(b) Attorneys’ fees and other costs incurred in connection with the preparation, filing or prosecution of the foreclosure suit shall be recoverable in a foreclosure only to the extent specifically set forth in the mortgage or other written agreement between the mortgagor and the mortgagee or as otherwise provided in this Article.

735 ILCS 5/15-1510 (2009).

²¹ A proposed form of Enforcement Notice is annexed as Ex. 5 to the Motion.

in negotiations with Debtors to dismiss their claims through consensual stipulations. The Sharmas' Objection is the only remaining objection to the Motion.

The Sharmas do not dispute that the Plan Injunction bars the prosecution of the Counterclaims for monetary relief if the claims arose prior to the Plan's Effective Date. They contend that the Motion must be denied with respect to them because (i) the Counterclaims for attorney's fees and costs arise under a state statute that applies to foreclosure actions (i.e., the Illinois Mortgage Foreclosure Law), and not under the terms of the Note and Mortgage, and (ii) Ditech's acts and omissions that gave rise to the Counterclaims for attorneys' fees and costs occurred after the Effective Date, when Ditech commenced the Foreclosure Action without first providing the notices that are required by RESPA, CFPB regulation and the Mortgage. Objection ¶ 5.

The Plan Administrator disputes those contentions. It asserts that Counts I, II, IV and V of the Counterclaims are breach of contract claims relating from the Mortgage, and that Counts III and VI explicitly arise out of the Foreclosure Action. Reply ¶ 13. Moreover, it maintains that claims arising out of prepetition contracts, whether purely contractual or statutory in nature, are prepetition claims, even if those claims are not asserted until after Plan confirmation. *Id.* ¶ 3. Thus, it argues that the Counterclaims seeking monetary relief are subject to the Plan Injunction. *Id.* ¶ 4.

The Court considers those matters below.

Discussion

Section 10.5(b) of the Plan enjoins a holder of a "claim" from "commencing, conducting or continuing in any manner, directly or indirectly" any separate actions outside of the Bankruptcy Court seeking monetary relief against the Debtors. Under section 1.29 of the Plan,

the term “claim” has “the meaning set forth in section 101(5) of the Bankruptcy Code, as against any Debtor.” *See* Plan, Art. I § 1.29. Section 101(5) of the Bankruptcy Code defines “claim” to include any

right to payment, whether or not such right is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured, or unsecured.

11 U.S.C. § 101(5)(A). The term “claim” is “sufficiently broad to encompass any possible right to payment.” *Mazzeo v. United States (In re Mazzeo)*, 131 F.3d 295, 302 (2d Cir. 1997). A “right to payment ... usually refer[s] to a right to payment recognized under state law.” *Travelers Casualty & Surety Co. of America v. Pacific Gas & Electric Co.*, 549 U.S. 443, 451 (2007) (internal quotation marks and citation omitted). “A claim will be deemed to have arisen pre-petition if the relationship between the debtor and the creditor contained all of the elements necessary to give rise to a legal obligation—a right to payment—under the relevant non-bankruptcy law.” *Olin Corp. v. Riverwood Int’l Corp. (In re Manville Forest Prods. Corp.)*, 209 F.3d 125, 129 (2d Cir.2000) (internal quotation marks omitted). Under the Bankruptcy Code a “contingent” claim “refers to obligations that will become due upon the happening of a future event that was within the actual or presumed contemplation of the parties at the time the original relationship between the parties was created.” *Ogle v. Fid. & Deposit Co. of Md.*, 586 F.3d 143, 146 (2d Cir.2009) (internal quotation marks omitted) (quoting *In re Manville Forest Prods. Corp.*, 209 F.3d 125, 128–29 (2d Cir.2000)); *see also In re St. Vincent’s Catholic Med. Ctrs.*, 440 B.R. 587, 602 (Bankr.S.D.N.Y.2010).

Courts apply the “fair contemplation” test to determine whether a claim exists for breach of contract. Contract claims arise upon the execution of an agreement. *Pearl-Phil GMT (Far E.) Ltd. v. Caldor Corp.*, 266 B.R. 575, 582 (S.D.N.Y. 2001) (the “Bankruptcy Court’s conclusion is

supported by the clear weight of case law in this Circuit which recognizes that contract-based bankruptcy claims arise at the time the contract is executed. For example, courts consistently hold that a post-petition breach of a pre-petition contract gives rise only to a prepetition claim”); *In re Texaco Inc.*, No. 10-CV-8151 CS, 2011 WL 4526538, at *4 (S.D.N.Y. Sept. 28, 2011), *aff’d sub nom. In re Texaco, Inc.*, 505 F. App’x 77 (2d Cir. 2012) (“Contract claims arise upon execution of an agreement.”) As a matter of law, the breach of the Mortgage was within the actual or presumed contemplation of the parties when the Sharmas executed the Note and Mortgage. *See In re Russell*, 193 B.R. 568, 571 (Bankr.S.D.Cal.1996) (“It is within the fair contemplation of the parties entering into a contract that the other party may breach it, or have made representations to induce the making of the contract. Thus, a contingent claim arises at that point in time, although it may never mature.”) Moreover, here, the Sharmas’ breach of the Mortgage was fully within the parties contemplation as of the Bar Date because, at that time, the Sharmas were in payment default under the Mortgage – and both the Sharmas and Ditech were aware of the breach. The Sharmas were on notice that if they did not cure the default, Ditech could seek to foreclose the Mortgage. As noted, the Mortgage provides that “[i]f the default is not [timely] cured . . . Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding.” Mortgage ¶ 22. Moreover, prior to the Bar Date, in its correspondence with the Sharmas in May of 2019, Ditech advised that it was a “debt collector” seeking “to collect a debt,” and notified the Sharmas that it was contemplating “refer[ing] your loan to foreclosure in accordance with your mortgage loan documents and applicable law.” During the argument on the Motion, the Sharmas conceded that as of the Bar Date, it was within the fair contemplation of the parties that Ditech could commence the Foreclosure Action, and

that in doing so, the Debtor could violate the notice requirements contained in sections 20 and 22 of the Mortgage, thereby giving rise to monetary compensatory damage claims for breach of contract and violations of state law. Thus, they concede that as of the Bar Date, they held a contingent, unmatured claim for damages occasioned by Ditech's alleged breach of the Mortgage. *Cf. Rescap Liquidating Trust v. PHH Mortg. Corp. (In re Residential Capital, LLC)*, 558 B.R. 77, 85-86 (S.D.N.Y. 2016) ("*Rescap II*") (stating "[t]he appellees do not dispute that they contemplated that litigation related to the Contracts might arise when they executed the Contracts with the protective Clauses, hence the inclusion of the provisions that enable the appellees to claim attorney's fees in the event of contractual breach, or that provide for covenants not to sue or forum selection clauses"), *rev'g and remanding* 541 B.R. 202 (Bankr. S.D.N.Y. 2015) ("*Rescap I*"). The Sharmas had actual notice of the Bar Date but did not file a claim.

The Sharmas did not make the same concession with respect to the Counterclaims seeking attorney's fees and other costs under the Illinois Mortgage Foreclosure Law. It is settled that prepetition contract-based claims for attorney's fees are deemed to arise upon execution of the contract. *See Ogle v. Fid. & Deposit Co. of Md.*, 586 F.3d 143, 147 (2d Cir.2009) (holding that post-petition attorney's fees permitted under a pre-petition contract were properly a contingent claim brought through a proof of claim and were "deemed to have arisen pre-petition"); *see also Rescap II*, 558 B.R. at 85 (counterclaims for attorney's fees and costs under the provisions of a prepetition contract were unsecured contingent claims that were within the contemplation of the parties when they executed the contract). The Sharmas contend that the required elements necessary to give rise to a "right to payment" of attorney's fees and costs under the Illinois Mortgage Foreclosure Law arose after the Effective Date, when Ditech commenced the Foreclosure Action. They say that is so because the Counterclaims for

attorney's fees and costs arise independently under state law, not out of the Note and Mortgage. Objection ¶¶ 20-22. The Court finds no merit in that argument. As pled, the Counterclaims arise out of the Note and Mortgage, as the Sharmas seek damages stemming from and arising out of Ditech's alleged breach of contract and foreclosure on the Mortgage. Counterclaims I, II, IV and V are breach of contract claims relating to the Mortgage. *See* Counterclaim I ¶¶ 21-26 (alleging breach of obligation to provide Notice of Grievance as required by § 20 of the Mortgage); Counterclaim II ¶¶ 48-52 (alleging breach of obligation to provide written notice of acceleration as required by § 22 of the Mortgage); Counterclaim IV ¶¶ 124-28 (alleging breach of obligation to provide Notice of Grievance as required by § 20 of the Mortgage); Counterclaim V ¶¶ 150-54 (alleging breach of obligation to provide Notice of Grievance as required by § 20 of the Mortgage). Counterclaims III and VI stem from the Foreclosure Action. As it was in the fair contemplation of the parties that Ditech could breach the notice provisions in sections 20 and 22 of the Mortgage, it follows that it was in the fair contemplation of the parties that the Sharmas could assert claims for compensatory damages under the Mortgage, as well as claims for attorney's fees and costs under the Illinois Mortgage Foreclosure Law. That is especially so, because 735 ILCS 5/15-1510(a) applies solely to mortgage foreclosure actions. *See* 735 ILCS 5/15-1103 (2019) ("The authority of the court [to award attorney's fees and costs] continues during the entire pendency of the foreclosure and until disposition of all matters arising out of the foreclosure.") It is irrelevant that the Sharmas are seeking attorney's fees and costs under state law, rather than under the terms of the Note and Mortgage. The Plan Injunction bars the Sharmas from recovering monetary damages equally under the contract and under state law. *See In re Rubin Family Irrevocable Stock Trust*, 516 B.R. 221, 227 (Bankr. E.D.N.Y. 2014) ("Although the facts of both *Ogle* and *Travelers* involved pre-petition contracts upon which the

claim to attorney's fees was based, the holdings of those cases also extend to claims for attorney fees' and costs which are based upon statute."); *In re CD Realty Partners*, 205 B.R. 651, 656–60 (Bankr. D. Mass. 1997) (finding that claims could have been fairly contemplated even though "[t]he claim at issue is a hybrid, both contractual and statutory. It is rooted in the Debtor's and its predecessor's contractual promises of pension benefits to their employees. But ERISA and the MPPAA regulate and specify how an employer shall meet its contractual obligations to provide pension benefits").²²

Alternatively, the Sharmas contend that the Plan Injunction does not bar them from asserting the state law counterclaims for attorney's fees and costs because in electing to sue the Sharmas post Effective Date, Ditech has subjected itself to the strictures of the attorney's fees provisions under state law, irrespective of its bankruptcy discharge. As support, the Sharmas

²² In this light, the Sharmas misplace their reliance on cases discussing when regulatory and tort claims arise under the Bankruptcy Code. See Objection ¶¶ 23-30.

Rule 137 of the Illinois Supreme Court Rules is the Illinois equivalent of Federal Rule of Civil Procedure 11. Neither the Sharma Answer and Affirmative Defenses, nor the Counterclaims refers to Rule 137. Still, the Sharmas mention it throughout the Objection. See Objection ¶¶ 3, 4, 6, 14, 18, 21, 28, 40. Among other things, they argue that if the Court grants the Motion, it will effectively invalidate the powers afforded to the state court by Rule 137, and give mortgagees like Ditech freer rein to commence improper foreclosure actions. Objection ¶ 18. The Court disagrees. Rule 137 "is designed to prohibit the abuse of the judicial process by claimants who make vexatious and harassing claims based upon unsupported allegations of fact or law." *Peterson v. Randhava*, 313 Ill.App.3d 1, 7 (2000) (citing *Senese v. Climatemp, Inc.*, 289 Ill.App.3d 570, 581 (1997)); see also *Resurgence Capital, LLC v. Kuznar*, 2017 IL App (1st) 161853, ¶ 16 (The rule is intended "to discourage attorneys and parties from filing frivolous or false matters and asserting claims without any basis in law or fact, by penalizing those who engage in such wrongful conduct.") (citing *Baker v. Daniel S. Berger, Ltd.*, 323 Ill. App. 3d 956, 963 (2001)). The rule is penal in nature and must be strictly construed. It is not a fee shifting vehicle for the benefit of prevailing parties. *Toland v. Davis*, 295 Ill.App.3d 652, 657 (1998). See also *Peterson v. Randhava*, 313 Ill.App.3d at 6-7 ("The rule is not intended to penalize litigants and their attorneys merely because they were zealous, yet unsuccessful.") A claim under Rule 137 must be brought in the action where the allegedly improper pleading is filed (Rule 137(b)) and arises when that pleading is filed. *Peterson v. Randhava*, 313 Ill.App.3d at 7 ("In deciding whether the imposition of sanctions is appropriate, the court must determine what was reasonable for the attorney or the signing party to believe at the time of filing, rather than engaging in hindsight.") The Plan Injunction does not bar the application of Rule 137 in this matter.

rely on *Siegel v. Federal Home Loan Mortg. Corp.*, 143 F.3d 525 (9th Cir. 1998) and *Boeing North American, Inc. v. Ybarra (In re Ybarra)*, 424 F.3d 1018 (9th Cir.2005). In those cases, the Ninth Circuit determined that there was an exception to the discharge of attorney’s fees when the debtor elects to “return to the fray” in order to bring an action against a creditor after the debtor receives its discharge in bankruptcy. In part, the *Siegel* court stated that

[The debtor] had been freed from the untoward effects of contracts he had entered into Freddie Mac could not pursue him further, nor could anyone else. He, however, chose to return to the fray and to use the contract as a weapon. It is perfectly just, and within the purposes of bankruptcy, to allow the same weapon to be used against him.

Siegel, 143 F.3d at 533 (citations omitted). “In other words, while his bankruptcy did protect him from the results of his past acts, including attorney’s fees associated with those acts, it did not give him carte blanche to go out and commence new litigation about the contract without consequences.” *Id.* at 534. In *In re Ybarra*, after filing a voluntary petition under chapter 11 of the Bankruptcy Code,²³ the debtor (“Ybarra”) successfully vacated an order in the state court dismissing an action she had filed against her employer (together with its successor, “Rockwell”) prior to filing for bankruptcy protection. 424 F.3d at 1020-21. While the action was pending, the bankruptcy court granted Ybarra a discharge in bankruptcy. Ultimately Rockwell prevailed in the litigation and the state court awarded it attorney’s fees and costs (the “Fee Award”). *Id.* at 1021. Rockwell sought leave in the bankruptcy court to enforce the Fee Award. The bankruptcy court granted the motion, but only to the extent of fees and costs that accrued after Ybarra filed for bankruptcy. In so ruling, the bankruptcy court relied on *Siegel*. *Id.* The Bankruptcy Appellate Panel of the Ninth Circuit reversed, holding that the entire Fee Award was encompassed in the discharge. *Id.* In reversing that judgment, the Ninth Circuit held that the

²³ The case was later converted to one under Chapter 7 of the Bankruptcy Code.

fees and costs incurred post-petition were not discharged. In doing so, the circuit reaffirmed “that claims for attorney fees and costs incurred post-petition are not discharged where post-petition, the debtor voluntarily commences litigation or otherwise voluntarily ‘return[s] to the fray.’” *Id.* at 1026 (citing *Siegel*, 143 F.3d at 533-34). It found that

[w]hether attorney fees and costs incurred through the continued prosecution of litigation initiated pre-petition may be discharged depends on whether the debtor has taken affirmative post-petition action to litigate a prepetition claim and has thereby risked the liability of these litigation expenses.

Id. It concluded “that by affirmatively reviving the state suit, Ybarra ‘returned to the fray.’” Thus, under *Siegel*, Rockwell’s claim for attorney fees and costs *incurred* post-petition was not discharged in the bankruptcy.” *Id.*

In support of their argument, the Sharmas also rely on this Court’s decision in *Rescap I*. As described by the district court, in that case, after the bar date, and the effective date of the debtors’ plan, the Rescap Liquidating Trust (the “Trust”), as debtors’ successor, sued a number of pre-petition lenders alleging breaches of various contracts among the parties. *Rescap II*, 558 B.R. at 84. The lenders asserted that the Trust’s lawsuits breached certain provisions in the contracts which purported to entitle each lender to seek damages in the form of attorney’s fees and costs. *Id.* at 79. The lenders filed counterclaims (the “Lender Counterclaims”) to recover those damages. *Id.* at 79-80. The Trust sought to enjoin the lenders from asserting the Lender Counterclaims. It argued that the counterclaims were subject to the bankruptcy discharge and the injunction provisions of the bar date order. In denying the motion, the bankruptcy court found that the Lender Counterclaims were not prepetition claims subject to the bar date order and bankruptcy discharge because they resulted from the voluntary post confirmation actions of the Debtor and the Trust. *Id.* at 84-85. In part, the court adopted the “Ybarra rule.” On appeal, the district court reversed and remanded the case for proceedings consistent with its opinion.

Without limitation, the district court found that the Trust’s reliance on the Ybarra Rule was “unpersuasive.” *Id.* at 88. In doing so, the court found that the Ybarra rule “had never been relied upon in this Circuit prior to the Bankruptcy Court’s Order in this case” and that the exception “is at odds with well-established Second Circuit precedent that looks to contract execution as the time of claim accrual, not to the act that caused the breach, let alone the character of, or intent associated with, that act.” *Id.* (citations omitted). It also found that the fact that the rule “is not rooted in statutory interpretation, but policy considerations . . . further weighs against its adoption.” *Id.* at 89. The court found that to be particularly so, given that the Second Circuit “has cautioned, ‘[e]xceptions to dischargeability are narrowly construed against the creditor’s objections, and *confined to those plainly expressed in the Bankruptcy Code.*’” *Id.* (quoting *In re Furio*, 77 F.3d 622, 624 (2d Cir.1996)) (citations omitted). It concluded that “there is therefore no basis for reading an exception for ‘voluntarily ... returning to the fray’ into the Bankruptcy Code where there is otherwise no statutory support for the exception and the Court of Appeals has instructed that ‘the term “claim” is sufficiently broad to encompass any possible right to payment.’” *Id.* (quoting *In re Mazzeo*, 131 F.3d 295, 302 (2d Cir. 1997)).

Nonetheless, the Sharmas urge the Court to adopt the rationale of *Siegel*, *Ybarra* and this Court’s decision in *Rescap I* and find that in electing to sue the Sharmas post Effective Date, Ditech “returned to the fray” and, as such, is at risk for attorneys’ fees and costs under Illinois Mortgage Foreclosure Law. They contend that the district court’s criticism of *Ybarra* in *Rescap II* focused largely on Second Circuit precedent that looks to contract execution as of the time of accrual, while the Sharmas are not relying on the terms of their Mortgage for their Counterclaims. However, as previously discussed, the Court finds that distinction irrelevant, since the state law Counterclaims arise out of a breach of the Mortgage and were within the

contemplation of the parties. *See In re Rubin Family Irrevocable Stock Trust*, 516 B.R. 221 (Bankr. E.D.N.Y. 2014). The Sharmas contend that there is a sound basis for excepting those Counterclaims from the discharge and Plan Injunction for the following reasons.

First, enforcing the discharge in this type of situation would force creditors like the Sharmas to file contingent proofs of claim, which this Court in *Residential Capital* observed could clog the claims docket with (mostly) needless protective proofs of claim.

Second, enforcing the discharge would give the estate leeway to file improper foreclosure actions after the Effective Date, which is against the public policy of Illinois law.

Objection ¶ 40. They say that by application of the Illinois Mortgage Foreclosure Law, plaintiffs like Ditech, that file improper foreclosure actions may be burdened with the defendants' attorney's fees and costs. They say that if the discharge were to apply here, the estate would have freer rein to file improper foreclosure actions in Illinois. They maintain that this would have the unintended consequence of rewarding Ditech's misconduct of (a) failing to abide by conditions precedent in contracts it drafted, which should be construed against it, (b) failing to abide by its obligation to provide notices under the CFPB regulation, and (c) prosecuting foreclosure actions without a good faith basis. They contend that this is of particular concern where the target of the foreclosure actions are consumers like the Sharmas, and not large, sophisticated businesses. *Id.*

The Court finds no merit to those contentions and declines the Sharmas request to apply the rationale of *Ybarra* and *Siegel* in this case. Turning first to the second point, the Sharmas overstate that risk that the discharge of the claims under Illinois Mortgage Foreclosure Law will reward litigation misconduct on Ditech's part. That is because, as Ditech concedes, the statutory right to attorney's fees and costs can be used as defenses to Ditech's claims. Reply ¶ 16 ("Pursuant to Sections 4.6 and 5.6 of the Plan, the Plan Administrator does not dispute that the

Sharmas retain the right to assert defenses in the Foreclosure Action . . .”) *See Rescap II*, 558 B.R. at 89 (“Moreover, the appellees overstate the risk that discharge of their contingent claims for attorney’s fees would allow the Trust to engage in riskless litigation. The Trust concedes that the appellees’ contractual rights to attorney’s fees can be used as defenses or setoffs against the Trust’s claims.”) As to the first point, it is not unfair for creditors like the Sharmas – who, prior to the Bar Date, are in default under their prepetition contracts and are on notice that the counterparty may commence litigation on account of the breach, to file a claim. *Id.* (“In this case, the Trust’s litigation on the Contracts was entirely foreseeable, certainly within the appellees’ contemplation at the time of Contract execution with the protective Clauses (a point the appellees do not dispute) and in fact presaged during the bankruptcy proceedings by the disclosure statement and the Plan Supplement.”) The Plan Injunction bars them from recovering monetary damages from the Debtors arising out of its alleged breach of the Mortgage. *See, e.g., Conway Hosp. Inc. v. Lehman Bros. Holdings Inc.*, 531 B.R. 339, 343 (S.D.N.Y. 2015).

Conclusion

Based on the foregoing, the Court overrules the Objection and grants the Motion.

IT IS SO ORDERED.

Dated: New York, New York
November 30, 2020

/s/ James L. Garrity, Jr.
Hon. James L. Garrity, Jr.
U.S. Bankruptcy Judge

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**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

-----X
:
In re : **Chapter 11**
:
DITECH HOLDING CORPORATION, et al., : **Case No. 19-10412 (JLG)**
:
Debtors.¹ : **(Jointly Administered)**
:
-----X

**REPLY OF PLAN ADMINISTRATOR IN SUPPORT OF
FIFTY-SECOND OMNIBUS OBJECTION WITH RESPECT TO CLAIMS OF
FINANCE OF AMERICA REVERSE LLC (CLAIM NOS. 21347 AND 60182)
AND LIBERTY HOME EQUITY SOLUTIONS, INC. (CLAIM NO. 60214)**

¹ On September 26, 2019, the Court confirmed the *Third Amended Joint Chapter 11 Plan of Ditech Holding Corporation and Its Affiliated Debtors* (ECF No. 1404) (the “**Third Amended Plan**”), which created the Wind Down Estates. The Wind Down Estates, along with the last four digits of their federal tax identification number, as applicable, are Ditech Holding Corporation (0486); DF Insurance Agency LLC (6918); Ditech Financial LLC (5868); Green Tree Credit LLC (5864); Green Tree Credit Solutions LLC (1565); Green Tree Insurance Agency of Nevada, Inc. (7331); Green Tree Investment Holdings III LLC (1008); Green Tree Servicing Corp. (3552); Marix Servicing LLC (6101); Walter Management Holding Company LLC (9818); and Walter Reverse Acquisition LLC (8837). The Wind Down Estates’ principal offices are located at 1100 Virginia Drive, Suite 100, Fort Washington, Pennsylvania 19034.

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TO THE HONORABLE JAMES L. GARRITY JR.,
UNITED STATES BANKRUPTCY JUDGE:

The Plan Administrator,¹ on behalf of Ditech Holding Corporation (f/k/a Walter Investment Management Corp.) and its debtor affiliates (excluding Reorganized RMS) (collectively, the “**Wind Down Estates**”) submits this omnibus reply (the “**Reply**”) in support of the *Fifty-Second Omnibus Objection to Proofs of Claim (Misclassified Claims)* (ECF No. 2186) (the “**Fifty-Second Omnibus Objection**”) and in response to *Liberty Home Equity Solutions, Inc.’s Response to Fifty-Second Omnibus Objection to Proofs of Claim (Misclassified Claims)* (ECF No. 2314) (the “**LHES Response**”) filed on May 8, 2020 by Liberty Home Equity Solutions, Inc. (“**LHES**”) and *Finance of America Reverse LLC’s Response to Fifty-Second Omnibus Objection to Proofs of Claim (Misclassified Claims)* (ECF No. 2315) (the “**FoA Response**”) filed on May 8, 2020 by Finance of America Reverse LLC (“**FoA**”) (the LHES Response and the FoA Response collectively, the “**Responses**”, and LHES and FoA collectively, the “**Claimants**”). The Plan Administrator respectfully represents as follows:

Preliminary Statement

1. Claimants assert that simple short-form amendments extending the terms of prepetition contracts created new postpetition contracts, giving rise to administrative expense liability. As explained below, Claimants’ assertion is incorrect and not supported by case law. It is clear from the face of the Extensions (defined below) that the parties did not enter into new contracts giving rise to the millions of dollars in postpetition liability asserted by Claimants.

¹ Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Fifty-Second Omnibus Objection or the Third Amended Plan, as applicable.

Indeed, the Extensions expressly state that they are extensions of the parties' existing prepetition contracts.

2. Under existing case law in this Circuit, as recently confirmed by this Court,² damages based on prepetition contracts are contingent prepetition general unsecured claims, even if they occur postpetition. Moreover, Claimants made a choice to continue to extend their prepetition agreements with the Debtors; they could have simply walked away upon termination of the contracts by their own terms but choose not to do so. Claimants were not forced to do business with a chapter 11 debtor and should not be surprised now that their newly alleged but unproven postpetition breach claims are not entitled to administrative expense treatment. As such, Claimants have failed to assert a plausible administrative expense claim.

3. Even if Claimants could assert an administrative expense priority claim, it is well settled that the allowed amount of that claim may not exceed the reasonable value conferred on the Debtors during the chapter 11 cases. The case law is clear that Claimants are not entitled to administrative treatment for breach of contract damages because a prepetition contract is not enforceable against the Debtors unless and until it is assumed. The only benefit conferred on the Debtors' estates by the Claimants are the postpetition servicing fees paid by Claimants. In exchange, Claimants have already received significant value from the Debtors' performance of the agreements and smooth transfer of the servicing relationship that is far in excess of the servicing fees paid to the Debtors.

² See Memorandum Decision and Order Granting Plan Administrator's Sixth Omnibus Motion to Enforce the Plan Injunction and Confirmation Order as It Relates to Gautam and Panthobi Sharma (ECF No. 3034) (November 11, 2020) (the "**Sharma Order**").

Background

4. On November 17, 2008, LHES entered into an agreement with Debtor Reverse Mortgage Solutions, Inc. (“**RMS**”) to subservice certain reverse mortgage loans; similarly, on March 18, 2011, FoA entered into an agreement with RMS to subservice certain reverse mortgage loans (each, a “**Prepetition Subservicing Agreement**,” and collectively, the “**Prepetition Subservicing Agreements**”).

5. Over the course of several years, Claimants and the Debtors entered into multiple agreements extending the term of the Prepetition Subservicing Agreements (collectively, the “**Extensions**”). Prior to the Commencement Date (as defined below), the Debtors entered into eight (8) Extensions with FoA and seven (7) Extensions with LHES (collectively, the “**Prepetition Extension Agreements**”). The Debtors also entered into four (4) Extensions with FoA and two (2) Extensions with LHES after the Commencement Date (collectively, the “**Postpetition Extension Agreements**”). None of the Extensions altered the terms of the Prepetition Subservicing Agreements in any way except by extending the term of the Prepetition Subservicing Agreements.³

6. On February 11, 2019 (the “**Commencement Date**”), the Debtors each

³ An example of an LHES Prepetition Extension Agreement and an FoA Prepetition Extension Agreement are attached hereto as **Exhibit A-1** and **Exhibit B-1** respectively. An example of an LHES Postpetition Extension Agreement and an FoA Postpetition Extension Agreement are attached hereto as **Exhibit A-2** and **Exhibit B-2** respectively.

Because the Prepetition Subservicing Agreements and the Extensions are referenced by the Claimants in the Responses and serve as the basis for the asserted administrative expense claims, the Court may consider those documents. *See, e.g., Bd. of Trs. of Ft. Lauderdale v. Mechel OAO*, 811 F. Supp. 2d 853, 865 (S.D.N.Y. 2011), *aff’d sub nom. Frederick v. Mechel OAO*, 475 F. App’x 353 (2d Cir. 2012) (Court may consider “(1) documents attached to or incorporated by reference in the complaint, (2) documents integral to and relied upon in the complaint, even if not attached or incorporated by reference, (3) public disclosure documents required by law to be, and that have been, filed with the SEC, and (4) facts of which judicial notice properly may be taken.”); *Flake v. Alper Holdings USA, Inc. (In re Alper Holdings USA, Inc.)*, 398 B.R. 736, 748 (S.D.N.Y. 2008) (“The documents attached to the proofs of claim should be treated, for purposes of a motion to disallow claims, like documents that are attached to or relied upon in a complaint are treated on a Rule 12(b)(6) motion to dismiss”) (citation omitted).

commenced with this Court a voluntary case under the Bankruptcy Code.

7. RMS and Claimants entered into the Postpetition Extension Agreements that extended the Prepetition Subservicing Agreements through September 30, 2019, the Effective Date of the Debtors' Third Amended Plan.

8. Neither the Prepetition Extension Agreements nor the Postpetition Extension Agreements altered the terms of the Prepetition Subservicing Agreements in any way other than extending the term.

9. In accordance with their obligations under the Prepetition Subservicing Agreements, as extended by the Extensions, RMS continued to subservice reverse mortgage loans for Claimants through September 30, 2019.

10. On April 25, 2019, FoA filed Claim No. 21347 against RMS in the amount of \$54,085,624 as a general unsecured claim and an undetermined amount as an administrative expense claim under section 507(a)(2) of the Bankruptcy Code. FoA acknowledges that the \$54,085,624 amount relates to alleged prepetition breaches of its Prepetition Subservicing Agreement, but nonetheless attempted to reserve rights to assert an administrative expense claim for alleged postpetition breaches under that agreement. *See* FoA Response ¶ 9.

11. On September 22, 2019, the Debtors filed the Third Amended Plan (ECF No. 1326). The Third Amended Plan provided that all executory contracts would be deemed rejected as of the Effective Date unless, among other things, "such contract or lease (i) was previously assumed or rejected by the Debtors pursuant to an order of the Bankruptcy Court; [or] (ii) previously expired or terminated pursuant to its own terms or by agreement of the parties thereto...". Third Amended Plan § 8.1. The Debtors did not list any of Claimants' Prepetition Subservicing Agreements or Extensions as contracts to be assumed.

12. On September 26, 2019, the Court entered the *Order Confirming Third Amended Joint Chapter 11 Plan of Ditech Holding Corporation and Its Affiliated Debtors* (ECF No. 1404).

13. The Effective Date of the Third Amended Plan occurred on September 30, 2019. *See Notice of (I) Entry of Order Confirming Third Amended Joint Chapter 11 Plan of Ditech Holding Corporation and Its Affiliated Debtors, (II) Occurrence of Effective Date, and (III) Final Deadline for Filing Administrative Expense Claims* (ECF No. 1449).

14. In accordance with the Third Amended Plan, the Prepetition Subservicing Agreements or Extensions were not assumed by the Debtors and were deemed rejected as of the Effective Date. Notably, Claimants acknowledge that the Prepetition Subservicing Agreements and Extensions were not assumed. *See* LHES Response ¶ 9; FoA Response ¶ 11.

15. From the Commencement Date through the Effective Date, Claimants continued to pay for the Debtors' postpetition performance under the Prepetition Subservicing Agreements. To the Plan Administrator's knowledge and belief, the Debtors collected approximately \$4,400,000 in postpetition fees from FoA, and approximately \$110,000 in postpetition fees from LHES.

16. On November 11, 2019, LHES filed Claim No. 60214, seeking \$4,145,648.48 as an administrative expense claim. *See* LHES Response ¶ 10. LHES asserted damages on the basis of "post-petition failure to perform and other post-petition material breaches of the Subservicing Agreement" in five general categories: assignment errors, initial foreclosure errors, supplementary foreclosure errors, potential foreclosure errors, and potential assignment errors. *See* Claim No. 60214 at p. 5.

17. Similarly, on November 11, 2019, FoA filed Claim No. 60182 (together

with Claim No. 60214 and Claim No. 21347, the “**Claims**”), seeking \$375,832.07 as an administrative expense claim. FoA asserted damages on the basis of “post-petition failure to perform and other post-petition material breaches of the Subservicing Agreements” in three general categories: assignment errors, interest curtailment, and litigation errors. *See* Claim No. 60182 at pp. 4-5. FoA also now asserts an additional \$14 million as an administrative expense for alleged but unspecified postpetition breaches of its Prepetition Subservicing Agreement. *See* FoA Response, ¶ 12.

18. On April 17, 2020, the Plan Administrator filed the Fifty-Second Omnibus Objection, objecting to the Claims on the basis that they are misclassified administrative expense claims and are properly considered general unsecured claims.

19. On May 8, 2020, Claimants filed the Responses, reasserting that they are entitled to administrative expense claims for damages arising under their respective Prepetition Subservicing Agreements. *See* LHES Response ¶ 15; FoA Response ¶ 17. Claimants allege that the damages are entitled to administrative expense priority because (i) the Postpetition Extension Agreements effectively transmogrify the Prepetition Subservicing Agreements into new postpetition contracts, and (ii) the damages arose during the postpetition period. *See* LHES Response ¶ 2; FoA Response ¶ 2. Though Claimants assert that “expenses include losses incurred by [Claimants] as a result of RMS’ post-petition subservicing errors and other material post-petition breaches of the subservicing agreements for which LHES timely filed administrative expense claims,” the Responses do not further specify what subservicing errors or other postpetition breaches occurred. LHES Response ¶ 1; FoA Response ¶ 1.

20. Under the procedures established by the *Order Approving (I) Claim Objection Procedures and (II) Claim Hearing Procedures* (“**Claim Procedures Order**”) (ECF

No. 1632), the filing of the Response caused an adjournment of the Fifty-Second Omnibus Objection as to the Claim so that the Court may conduct a Sufficiency Hearing (as defined in the Claim Procedures Order).

21. The Plan Administrator maintains that, because the Claims arise under the Prepetition Subservicing Agreements and thus are prepetition general unsecured claims, the Court can grant the relief sought in the Fifty-Second Omnibus Objection as a matter of law for failure to state a claim upon which relief can be granted. If the Court does not dismiss the Claims at a Sufficiency Hearing, the Plan Administrator requests that the Court set this matter for evidentiary hearing following discovery.

Jurisdiction

22. This Court has jurisdiction to consider this matter pursuant to 28 U.S.C. §§ 157 and 1334. This is a core proceeding pursuant to 28 U.S.C. § 157(b). Venue is proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409.

Reply

A. Rule 12(b)(6) of the Federal Rules of Civil Procedure Is the Applicable Pleading Standard

23. A filed proof of claim is “deemed allowed, unless a party in interest...objects.” 11 U.S.C. § 502(a). If an objection refuting at least one of the claim’s essential allegations is asserted, the claimant has the burden to demonstrate the validity of the claim. *See Rozier v. Rescap Borrower Claims Tr. (In re Residential Cap., LLC)*, 15 Civ. 3248 (KPF), 2016 WL 796860, at *9 (S.D.N.Y. Feb. 22, 2016). The burden of persuasion is on the holder of a proof of claim to establish a valid claim against a debtor. *Creamer v. Motors Liquidation Co. GUC Trust (In re Motors Liquidation Co.)*, No. 12 Civ. 6074 (RJS), 2013 U.S. Dist. LEXIS 143957, at *12–

13 (S.D.N.Y. Sept. 26, 2013).

24. Additionally, the Claim Procedures Order states that “[t]he legal standard of review that will be applied by the Court at a Sufficiency Hearing will be equivalent to the standard applied by the Court upon a motion to dismiss for failure to state a claim upon which relief can be granted.” *See* Claim Procedures Order § 3(iv).a.

25. Under Rule 12(b)(6) of the Federal Rules of Civil Procedure (“**Rule 12(b)(6)**”), as incorporated by Bankruptcy Rule 7012, a claim may be dismissed due to a “failure to state a claim upon which relief can be granted.” Fed. R. Civ. P. 12(b)(6). A dismissal under Rule 12(b)(6) may be based on the lack of a cognizable legal theory or on the absence of sufficient facts alleged under a cognizable legal theory. *See Johnson v. Riverside Healthcare Sys., LP*, 534 F.3d 1116, 1121 (9th Cir. 2008). *See also Owens v. Textron Fin. Corp.*, No. 13 CV 5948 (VB), 2014 WL 3887181, at *4 (S.D.N.Y. July 14, 2014), *aff’d*, 590 F. App’x 83 (2d Cir. 2015) (“Moreover, because plaintiff has not identified any cognizable legal theory applicable here, the Court cannot reasonably infer defendant is liable under any such theory”). Although they may provide the framework for a complaint, legal conclusions need not be accepted as true, and “[t]hreadbare recitals of the elements of a cause of action, supported by mere conclusory statements, do not suffice.” *Ashcroft*, 556 U.S. at 678; *see also RSM Prod. Corp. v. Fridman*, 643 F. Supp. 2d 382, 394 (S.D.N.Y. 2009), *aff’d*, 387 F. App’x 72 (2d Cir. 2010).

26. Furthermore, a claimant that asserts a priority claim bears the burden of establishing their entitlement to priority. *See, e.g., Supplee v. Bethlehem Steel Corp. (In re Bethlehem Steel Corp.)*, 479 F.3d 167, 172 (2d Cir. 2007) (“The burden of proving entitlement to priority payment . . . rests with the party requesting it.”); *In re Drexel Burnham Lambert Grp. Inc.*, 134 B.R. 482, 489 (Bankr. S.D.N.Y. 1991) (“The burden of establishing entitlement to priority

rests with the claimant and should only be granted under extraordinary circumstances”) (quotation omitted).

27. Here, Claimants have failed to meet their burden under Rule 12(b)(6) because the Extensions are not valid postpetition agreements entitled to administrative expense priority. Thus, the Claims should be reclassified to prepetition general unsecured claims.

B. The Extensions Do Not Constitute Postpetition Agreements

1. *The Plain Language of the Extensions Do Not Indicate Intent to Enter into Novel Contracts*

28. Claimants attempt to enhance the priority of their Claims by incorrectly asserting the Extensions are new postpetition contracts. Claimants’ assertion not only misrepresents the law, but also is illogical based on the facts of these cases. Put simply, the plain language in the Extensions indicates that the parties merely extended the terms of performance during negotiations and the wind down of their relationship, not to enter into new subservicing contracts that could result in millions of dollars of postpetition liability.

29. In order to create an enforceable contract, parties must agree to the material terms of their bargain and intend to be bound by their agreement. “In determining the intent of the parties, the court has a duty to ascertain the intent as manifested in the language of the agreement. If the terms of the agreement are clear from the face of the document, the intent of the parties is found in the document” *In re Chateaugay Corp.*, 116 B.R. 887, 902–03 (Bankr. S.D.N.Y. 1990) (internal quotations and citations omitted).

30. Importantly, courts have held that extension agreements are modifications that do not indicate intent to enter into novel contracts capable of creating administrative expense liability. For example, in *Bush Industries*, a claimant agreed to a contract modification reducing the amount of guaranteed payments to the claimant under a tri-party contract. *See In re Bush*

Indus., Inc., No. 05-CV-119S, 2006 WL 8455682, at *2 (W.D.N.Y. Mar. 29, 2006). The claimant executed and returned the agreement immediately prior to the debtor's bankruptcy, but later attempted to revoke acceptance based on the fact the other two parties has not signed. *See id.* Nevertheless, the claimant continued to accept payment and provide services without protest. *See id.* The claimant then filed an administrative expense claim against the debtor on the grounds that payment for his postpetition performance was insufficient. *See id.* Specifically, the claimant argued that the agreement reducing the amount of guaranteed payment was a new contract, and the new contract was unenforceable because it did not contain the signatures of each party. *See id.* The bankruptcy court disagreed, finding that the agreement was a modification rather than a new contract due to a clause allowing modification by an instrument "signed by the party against whom enforcement of any such amendment, supplement or modification is sought." *See id.* Thus, the agreement was a modification that became effective when signed by the claimant. *See id.*

31. On appeal, the district court ruled that the bankruptcy court correctly relied only on the unambiguous documents presented and resolved the issue as a matter of law. *See id.* at *4. In analyzing the question of modification, the district court found that an agreement that restates contract provisions with no substantive changes, involves the same relationship among the same parties, contains clauses that state the parties' desire to amend and restate prior agreements, and merely adjusts the term of the agreement or the compensation, the agreement does not constitute a new contract. *See id.* at *5. Furthermore, the district court found where underlying agreements permit amendment, supplementation, or modification in whole or in part, subsequent agreements will be considered modifications rather than new agreements. *See id.*

32. Similarly, in *Crystal Apparel*, the bankruptcy court analyzed postpetition extension agreements in the context of bankruptcy, specifically analyzing claims arising under

short extension letters as executory contracts subject to assumption or rejection or, alternatively, new postpetition contracts subject to court approval. *See In re Crystal Apparel, Inc.*, 220 B.R. 816 (Bankr. S.D.N.Y. 1998). *Crystal Apparel* involved prepetition employment agreements that included a “golden parachute” upon change of control. *Id.* After the petition date, the debtors sent a one-page letter to the employees (i) extending the terms of employment by one year, (ii) increasing their salary by approximately 12%, and (iii) stating that “except as extended or amended, all the other terms and conditions of your Employment Agreement shall remain in full force and effect.” *Id.* at 823. The extension letters only referenced the prepetition employment agreements and did not make explicit mention of the change of control provision. *Id.* During the course of the chapter 11 cases, the debtors sought approval of a management incentive program, but did not seek approval of assumption of the prepetition employment agreements. *Id.* In the motion for approval of the management incentive program, the debtors noted that the employees were entitled to one year of base salary upon termination, rather than the golden parachute provision in the prepetition employment agreement. *Id.* The debtors later decided to sell substantially all of their assets to a buyer. *Id.* The extension letters, as well as two new postpetition severance agreements which provided for one year base compensation, were assigned to the buyer pursuant to a sale order. *Id.* at 824, 827. When the buyer terminated the employees and paid only one year of base compensation to the employees rather than the higher severance under the prepetition employment agreements, the employees filed administrative expense claims for the deficit based on the extension letters. *Id.* at 827–28.

33. In its decision, the court found that amendments to prepetition agreements that only modify terms do not rise to the level of new contracts, but rather are subject to assumption and rejection. *See id.* at 834 (“An alternative view of the Extension Letters is that they are simply

amendments to pre-petition Employment Agreements, modifying only the term of employment and the salary. If this is the case, then Code § 365 dealing with executory contracts applies.”). Ultimately, the court ruled that, regardless of whether the extension letters were new contracts (governed by section 363 of the Bankruptcy Code) or modifications to contracts (governed by section 365 of the Bankruptcy Code), the term extension granted by the one-page extension letters was enforceable, but the golden parachutes incorporated by reference only were not. *See id.* at 829.

34. Here, the plain language in the Extensions is dispositive. Like the contracts in *Bush Industries* and *Crystal Apparel*, the Extensions are among the same parties, incorporate the Prepetition Subservicing Agreements by reference only, and contain clauses that explicitly state the parties’ desire to extend and restate prior agreements.

35. At least twice in each one-page document totaling no more than six paragraphs, each Extension clearly and unequivocally states that the Extension serves only to extend the terms of the Prepetition Subservicing Agreements:

WHEREAS, to allow the parties further time to negotiate and execute a new...Subservicing Agreement, the parties now desire to extend the [Prepetition Subservicing] Agreement . . .

See, e.g., Ex. A-1, A-2, B-1, B-2. The plain language of the Extensions is clear that the purpose of the Extensions was to allow additional time to negotiate and execute a *new* agreement, which ultimately did not occur. It is illogical for Claimants to argue that the parties entered into new agreements to allow for further new agreements.

36. Each Extension also explicitly states that the purpose of all other Extensions was to extend the term of the Prepetition Subservicing Agreements. *See id.* (“WHEREAS, the [Prepetition Subservicing] Agreement (“Agreement”) between the parties dated [] expired on [], and the parties subsequently agreed to *extend* the Agreement for an additional term commencing

upon the expiration date of [] and expiring on []; and the parties *further agreed to extend* the Agreement for further subsequent extensions”) (emphasis added). The short duration of the extension periods also makes clear that the parties intended the Extensions to extend the relationship only temporarily.

37. Additionally, after the Commencement Date, the FoA Postpetition Extension Agreements contains additional language that clearly demonstrates that the Extensions were not new agreements:

Each of RMS and [FoA] have entered into this Extension Agreement ***solely to temporarily extend the term of the Agreement*** and do not intend this Extension Agreement or the transactions contemplated hereby to be, and this Extension Agreement and the transactions contemplated hereby shall not be construed to be or operate as, a novation, modification, or release of any of the obligations owing by RMS to [FoA] or in connection with the [Prepetition Subservicing] Agreement, all of which are hereby expressly preserved in their entirety . . .

Ex. B-1 (emphasis added).⁴

38. Like the underlying contract in *Bush Industries*, the Prepetition Subservicing Agreements specifically provide that they may be further extended upon the mutual written agreement of the parties.

39. Equally notable is what the Extensions exclude. The Extensions fail to provide any language detailing the rights and obligations under the subservicing relationship, actions that constitute breach, notification of breach, indemnity, dispute resolution, or the

⁴ The non-inclusion of such language in the two LHES Postpetition Extension Agreements results merely from the routine practice of the parties to use prior Extensions in their business relationship, and does not indicate an intent to specifically exclude the provisions from nearly identical contracts. *See, e.g., Nycal Corp. v. Inoco PLC*, 166 F.3d 1201 (2d Cir. 1998) (“any differences in the wording used in the three contemporaneous settlement agreements can only be reasonably viewed as a consequence of the different relationships and dealings between the respective companies and not as an indication of a different intent with respect to the Nycal-Inoco release.”) (internal quotations omitted).

treatment of claims arising under the agreement. Conversely, the parties negotiated each of these items in the Prepetition Subservicing Agreements and included explicit provisions. Claimants ask this Court to accept the unsupported and illogical conclusion that the one-page Extensions are equivalent to the 75-plus page Prepetition Subservicing Agreements, creating the same obligations and liability but on an administrative priority basis.

40. The plain language of the Extensions is clear and unambiguous: the sole purpose of the Extensions was to extend the terms of the Prepetition Subservicing Agreements. Claimants' assertion that the Debtors intended to enter into novel subservicing agreements, under which they might accrue millions of dollars of administrative liability, does not comport with the explicit terms of the Extensions, is disingenuous, and should be rejected outright.

2. *Lack of Court Approval of the Extensions Renders Them Unenforceable As Novel Postpetition Agreements*

41. Even if the Court agrees with Claimants that the Postpetition Extension Agreements are in fact postpetition contracts, Claimants would not be entitled to collect on an administrative priority basis because the parties did not obtain Court approval of the Extensions.

42. Under section 363 of the Bankruptcy Code, transactions outside the ordinary course of business require notice to creditors, a hearing, and Court approval. *See, e.g., Crystal Apparel*, 220 B.R. at 829; *see also Nostas Assocs. v. Costich (In re Klein Sleep Prods., Inc.)*, 78 F.3d 18, 25–26 (2nd Cir. 1996) (by “requiring the court to determine the reasonable necessity of the newly entered contract under § 503(b), Congress has insured some judicial control over the determination of what executory contracts will be granted administrative expense priority...[and] insured both similar treatment and similar procedural safeguards for these fundamentally similar obligations.”). Transactions entered into by a debtor outside the ordinary course of business may be avoided if the transaction was not blessed by the court as being in the

best interests of the estate.

43. For example, as an alternative to analyzing the extension letters in question as modifications, *Crystal Apparel* analyzed the agreements as new postpetition contracts. *See Crystal Apparel*, 220 B.R. at 829. In that analysis, the court found the extension of the term of performance within the ordinary course, but noted that the change of control provision was too significant to constitute an ordinary course transaction and required prior court approval:

[W]ithout the Change of Control Payment provision incorporated into, but not actually described in the Extension Letters, the one year contract term was in the ordinary course of business in light of the size and complexity of the Debtors' businesses and the expected length of time the Chapter 11 cases would take until confirmation. This court concludes that *the only aspects* of the Extension Letters that were in the ordinary course of business were those providing for an increase in salary and for the extension of the employment term for one year. To the extent the Extension Letters incorporated the Change of Control Provision, they were out of the ordinary course of business of the Debtors as debtors in possession. Without court approval that provision of the Extension Letters is unenforceable and cannot give rise to an expense of administration.

Id. at 834 (emphasis original).

44. In reaching its decision, the *Crystal Apparel* court reasoned that even where a transaction is one which a debtor might be expected to partake on occasion, “[s]ome transactions either by their size, nature or both are not within the day-to-day operations of a business and are therefore extraordinary.” *Id.* at 831. If an event “is not a daily occurrence for any given corporation [or] might not even occur as often as once a year”, the court may determine it is outside the ordinary course. *Id.* at 831-832. Even if the practice is “common outside of bankruptcy in the...industry, that does not mandate the conclusion that entering into a contract providing for such a payment is in the ordinary course of business for a Chapter 11...debtor.” *Id.* at 832.

45. Additionally, the *Crystal Apparel* court noted that transactions that may affect the feasibility of a plan requires approval from the court:

A debtor in possession which owns and manages a 1,000 unit apartment complex could not reasonably be expected to seek court approval for each lease transaction. Yet, a debtor owning a building with three store units will need to obtain court approval of a new lease because it is making a long-term commitment, the terms affect the feasibility of any plan.

Id. at 832-33.

46. Even when analyzing the extension letters as amendments to prepetition contracts rather than as novel contracts, the *Crystal Apparel* court noted that it was “highly questionable whether this court would have permitted assumption...[of the] ‘golden parachute’ provisions since those provisions provided for payments greatly in excess of those available to the employees in the event of rejection.” *Id.* at 835.

47. The *Crystal Apparel* rational is applicable here. Entry into contracts as significant as the Prepetition Subservicing Agreements are not daily, or even yearly, occurrences for most businesses. Executing the Prepetition Subservicing Agreements required the assistance of counsel, months of ongoing negotiations, and numerous revisions before the parties agreed on the scope of liability. No reasonable party could consider entry into agreements resulting in millions of dollars in administrative expense liability to be a regular occurrence for the Debtors specifically or for chapter 11 debtors in general.

48. Additionally, administrative expense liability in the magnitude asserted by the Claimants might reasonably call into question the feasibility of confirming or implementing the Third Amended Plan. The Debtors commenced these chapter 11 cases with the intent to dual-track a potential reorganization and a marketing process for the sale of all or substantially all of the Debtors’ assets.⁵ With such uncertainty as to the ultimate fate of these chapter 11 cases,

⁵ This Court, being familiar with the entire record of the chapter 11 cases, may take judicial notice of the docket,

incurring such substantial administrative expense exposure for new subservicing agreements when the Debtors' businesses might be sold would have constrained the options the Debtors sought to preserve, and further, the Debtors would not have foregone Court approval to risk the agreement being unenforceable or avoidable.

49. Therefore, regardless of whether the Extensions are or are not postpetition contracts, the result is the same. The Debtors did not—and in any event lacked the authority to—enter into such significant agreements without the proper approval of this Court. As in *Crystal Apparel*, the provisions giving rise to such significant liability are either subject to rejection or are avoidable for failure to obtain the proper approval under the Bankruptcy Code. In either case, the substantial liability asserted by Claimants is not a valid administrative expense.

C. Claims Based on Prepetition Agreements Give Rise to Prepetition Claims

50. A debtor may only be required to pay in full any claims for breaches related to an executory contract if (i) the debtor assumes such contract and is required to cure any defaults under section 365 of the Bankruptcy Code, or (ii) the debtor rejects such contract and the resulting claims meet the two-part test to be entitled to administrative expense priority under section 503(b) of the Bankruptcy Code. Claimants acknowledge that the Prepetition Subservicing Agreements were not assumed. *See* LHES Response ¶ 9; FoA Response ¶ 11. Nor do the Claims meet the two-part test to qualify as “actual, necessary costs and expenses of preserving the estate” under section 503(b) of the Bankruptcy Code, which requires that administrative expense claims (i) arise

including all pleadings and other documents filed, all orders entered, all hearing transcripts, and all evidence and arguments made at the hearings held. *See, e.g., In re Advance Watch Co. Ltd.*, No. 15-12690 (MG), 2016 WL 323367, at *2 (Bankr. S.D.N.Y. Jan. 25, 2016); *In re: Residential Capital, LLC*, No. 12-12020 (MG), 2013 WL 12161584, at *1 (Bankr. S.D.N.Y. Dec. 11, 2013); *In re Am. Media, Inc.*, No. 10-16140(MG), 2010 WL 5483463, at *5 (Bankr. S.D.N.Y. Dec. 20, 2010).

Any reference to facts related to the Debtors' business, the Sale process, and confirmation of the Third Amended Plan are hereby incorporated by reference.

out of a postpetition transaction between the claimant and the debtor, and (ii) be supported by consideration supplied to and beneficial to the debtor in the operation of the business. *See In re Enron Corp.*, 279 B.R. 695, 705 (Bankr. S.D.N.Y. 2002) (citing *Trs. of the Amalgamated Ins. Fund v. McFarlin's, Inc.*, 789 F.2d 98, 101 (2d Cir. 1986)). Accordingly, the Claims resulting from the Prepetition Subservicing Agreements are general unsecured claims.

51. The parties do not dispute that the Prepetition Subservicing Agreements were executory contracts under which the Debtors provided servicing in exchange for fees from Claimants. Executory contracts for services, like all executory contracts, are subject to assumption or rejection. *See, e.g., In re Hawker Beechcraft, Inc.*, 486 B.R. 264, 279 (Bankr. S.D.N.Y. 2013) (Support-plus agreements under which purchasers had reporting obligations in return for continuing support from debtor were executory contracts subject to rejection).

52. The Third Amended Plan provided that all executory contracts not otherwise assumed would be rejected. *See* Third Amended Plan, § 8.1(a). Claimants admit that the Debtors did not assume the Prepetition Servicing Agreements. *See* LHES Response ¶ 9; FoA Response ¶ 11.

53. Rejection of executory contracts, and the resulting prepetition claim, is a cornerstone of the Bankruptcy Code. *See In re AppliedTheory Corp.*, 312 B.R. 225, 235-236 (Bankr. S.D.N.Y. 2004) (“the ability to reject burdensome post-petition obligations is one of the most fundamental rights...under the Bankruptcy Code.”) (internal citations omitted). When a debtor-in-possession exercises its right to reject an executory contract either prior to plan confirmation or under a confirmed plan, the rejection is treated as occurring “immediately before the date of the filing of the petition.” 11 U.S.C. § 365(g)(1). “The Bankruptcy Code...specifically provides that such claim against the estate is treated as a pre-petition claim, thereby affording it

general unsecured status.” *In re Old Carco LLC*, 424 B.R. 633, 639 (Bankr. S.D.N.Y. 2010) (internal citation omitted).

54. Here, the Debtors rejected the Prepetition Subservicing Agreements, leaving Claimants with prepetition rejection damages claims. The fact the events giving rise to liability occurred postpetition means only that the Claims were contingent, not that they are postpetition claims. In these chapter 11 cases, this Court has reaffirmed clear Second Circuit case law: even where events causing liability occur postpetition, claims based on un-assumed prepetition contracts are contingent prepetition claims. *See* Sharma Order, at pp. 11, 13. (“Contract claims arise upon execution of the agreement...It is settled that prepetition contract-based claims for attorney’s fees are deemed to arise upon execution of the contract.”); *see also Rescap Liquidating Tr. v. PHH Mortg. Corp. (In re Residential Cap., LLC)*, 558 B.R. 77, 86 (S.D.N.Y. 2016) (“The appellees’ claims for attorney’s fees accrued at the time the Contracts were executed even though they remained contingent until the Trust allegedly breach the Contracts”); *Conway Hosp., Inc. v. Lehman Bros. Holdings Inc.*, 531 B.R. 339, 343 (S.D.N.Y. 2015) (“The relationship between Conway and LBSF therefore was created upon the signing of the...Agreement. The fact that the Lehman bankruptcy—the relevant contingency—materialized post-petition does not transmogrify the claim into a post-petition claim, but merely means that the contingent claim moved closer to becoming liquidated”); *Ogle v. Fid. & Deposit Co. of Maryland*, 586 F.3d 143, 144 (2d Cir. 2009) (“an unsecured claim for post-petition fees, authorized by a valid pre-petition contract,” is a contingent claim “deemed to have arisen pre-petition.”) (citing *In re SNTL Corp.*, 571 F.3d 826, 844 (9th Cir. 2009); *In re Bradlees Stores, Inc.*, No. 02 CIV. 0896 (WHP), 2003 WL 76990, at *3 (S.D.N.Y. Jan. 9, 2003), *aff’d*, 78 F. App’x 166 (2d Cir. 2003) (holding that “the Second Circuit recognizes that contract-based bankruptcy claims are deemed to

arise at the time the contract is executed, and therefore a post-petition breach of a pre-petition contract gives rise solely to a pre-petition claim”); *Pearl-Phil GMT (Far E.) Ltd. v. Caldor Corp.*, 266 B.R. 575, 582 (S.D.N.Y. 2001) (the “Bankruptcy Court’s conclusion is supported by the clear weight of case law in this Circuit which recognizes that contract-based bankruptcy claims arise at the time the contract is executed. For example, courts consistently hold that a post-petition breach of a pre-petition contract gives rise only to a prepetition claim”).

55. This Court also recently upheld well-established Second Circuit precedent applying the “fair contemplation test” in determining whether a claim exists for breach of contract. *Sharma Order*, at p. 11. The fair contemplation test dictates that a “contingent claim under the Code refers to obligations that will become due upon the happening of a future event that was within the actual or presumed contemplation of the parties at the time the original relationship between the parties was created.” *Ogle*, 586 F.3d at 144 (citations and internal quotation marks omitted). Put simply, where parties contemplate the possibility of future breach in their contracts, as the Debtors and Claimants did here, such breaches are treated as contingent prepetition claims rather than postpetition claims. *See Residential Cap.*, 558 B.R. at 85-87; *see also In re Manville Forest Prod. Corp.*, 209 F.3d 125, 129 (2d Cir. 2000) (claims for indemnity arose pre-petition where “the terms of the indemnification agreements were so broad as to encompass all types of future liability”); *In re Chateaugay Corp.*, 944 F.2d 997, 1004 (2d Cir. 1991) (“In the context of contract claims, the Code’s inclusion of ‘unmatured’ and ‘contingent’ claims is usually said to refer to obligations that will become due upon the happening of a future event that was ‘within the actual or presumed contemplation of the parties at the time the original relationship between the parties was created.’”) (internal citations omitted).

56. The Claims here arise from alleged servicing errors under the Prepetition

Subservicing Agreements, as extended by the Extensions. Though performance of the Prepetition Subservicing Agreements extended beyond the Commencement Date, the obligations underlying the Claims nevertheless arose prior to the bankruptcy, upon execution of the Prepetition Subservicing Agreements. Merely providing postpetition services on a prepetition contract does not give rise to an administrative expense claim. *See, e.g., Beneke Co. v. Econ. Lodging Sys., Inc. (In re Econ. Lodging Sys., Inc.)*, 234 B.R. 691 (B.A.P. 6th Cir. 1999). Accordingly, even if the alleged errors occurred postpetition, the Claims would be, at most, contingent prepetition claims.

57. Additionally, the possibility of postpetition servicing errors was certainly within the Claimant's fair contemplation. The Prepetition Subservicing Agreements contemplate the possibility of servicing errors and establish procedures for dealing with errors, including through indemnity provisions. To the Plan Administrator's knowledge and belief, the Claimants had access to the Debtors' records at all points, allowing the Claimants to see the status of borrower accounts on a daily basis, including potential errors.

58. Claimants had the ability to walk away and minimize their exposure, as the term of the Prepetition Extension Agreements were set to expire shortly after the Commencement Date. Instead, the Claimants chose to enter into new Postpetition Extension Agreements voluntarily. The risk of subservicing errors in the postpetition period was within the fair contemplation of the parties, and the fact that the Debtors received compensation for their services does not transform the Claims into administrative expense claims. Rather, under the Second Circuit case law reaffirmed by this Court, the Claims are contingent prepetition claims, which are not afford administrative expense priority under section 503(b)(1)(A) of the Bankruptcy Code.

D. Claims Are Not Otherwise Entitled to Administrative Priority

59. Claimants mistakenly assert that amounts due under the Prepetition

Services Agreements are entitled to administrative expense priority because the Prepetition Services Agreements and/or Extensions expired on their own terms prior to rejection and could not be rejected. *See* LHES Response ¶ 2; FoA Response ¶ 2. Claimants appear to confuse *timing* of rejection with the proper *treatment* of claims arising under prepetition contracts not assumed.

60. In effect, it makes little difference whether the Debtors rejected the Prepetition Subservicing Agreements or they expired on their terms in the postpetition period. “The effect of rejection is that the *estate* does not become obligated on the contract...Thus, rejection is the equivalent of electing not to assume a contract”. *In re Old Carco LLC*, 424 B.R. at 639 (emphasis original); *see also In re A.C.E. Elevator Co.*, 347 B.R. 473, 483–84 (Bankr. S.D.N.Y. 2006) (finding when debtor did not reject an agreement postpetition and allowed the agreement to expire by its terms, employees’ claim for delinquent contributions was not entitled to administrative priority). Even if Claimants correctly assert that the Debtors were unable to reject the Extensions because they expired prior to the Effective Date, the Claims still arise under the Prepetition Subservicing Agreements *that were not assumed*. Accordingly, the Claims are, at most, contingent prepetition general unsecured claims regardless of whether the Prepetition Subservicing Agreements and/or Extensions were deemed rejected or expired on their terms.

E. In the Alternative, the Claims are Limited to the Reasonable Value Conferred Upon the Estates

61. Claimants assert that any claims resulting from “operation [of the business] are entitled to payment prior to payment to creditors for whose benefit the continued operation of the business was allowed.” LHES Response ¶ 13; FoA Response ¶ 15 (internal quotations omitted). However, Claimants do not accurately represent the law. Section 503 of the Bankruptcy Code affords administrative expense priority only to claims that are “actual, necessary costs and expenses of preserving the estate.” 11 U.S.C. 503(b)(1)(A). Claims are considered actual and necessary costs only if such claims (i) arise out of a postpetition transaction between the claimant and the debtor, and (ii) the consideration supporting the claimant’s right to payment was supplied to and beneficial to the debtor in the operation of the business. *See Enron Corp.*, 279 B.R. at 705.

62. The Second Circuit has long interpreted the “benefit to the estate” prong narrowly to preserve the estate as much as possible for prepetition creditors. *See, e.g., In re Ames Dep’t Stores, Inc.*, 306 B.R. 43, 54 (Bankr. S.D.N.Y. 2004) (“grants of administrative expense priority cut against the general goal in bankruptcy law to distribute limited debtor assets equally among similarly situated creditors, and thus [] statutory priorities, such as those resulting from administrative expense treatment, are narrowly construed.”) (citing *Amalgamated Ins. Fund*, 789 F.2d at 101); *Drexel Burnham Lambert*, 134 B.R. at 488 (“Strict construction of the terms ‘actual’ and ‘necessary,’ serves to keep administrative expenses at a minimum so as to preserve the estate for the benefit of all its creditors.”). In order to qualify as an administrative expense, there “must be a concrete, discernible benefit...speculative benefit or the mere potential for benefit is not enough to warrant an administrative claim priority.” *Enron Corp.*, 279 B.R. at 706.

63. A chapter 11 debtor ordinarily has until plan confirmation to decide whether to assume or reject an executory contract. 11 U.S.C. § 365(d)(2). “It is the clear policy of the

Bankruptcy Code to provide the debtor with breathing space following the filing of a bankruptcy petition, continuing until the confirmation of a plan, in which to assume or reject an executory contract.” *Enron Corp.*, 279 B.R. at 702. Forcing debtors to pay for contracts not assumed runs contrary to the purpose of the Bankruptcy Code:

Nor can a debtor be forced to comply with burdensome contractual obligations that may have formed part of the rationale for rejection in the first place...requiring a cure of defaults to *reject* a contract or lease would eliminate the Bankruptcy Code benefits provided to a debtor in allowing it to reject burdensome executory contracts and unexpired leases.

Old Carco LLC, 424 B.R. at 639 (internal citations and quotations omitted).

64. The purpose of according priority “is fulfillment of the equitable principle of preventing unjust enrichment of the debtor's estate, rather than the compensation of the creditor for the loss to him.” *Drexel Burnham Lambert*, 134 B.R. at 490 (citing *In re United Trucking Serv., Inc.*, 851 F.2d 159, 162 (6th Cir. 1988)). Thus, minimizing administrative expense claims to only those that are “actual” and “necessary” ensures that the value to creditors comports with Congressional intent, as “[a]ny priority given to one creditor is effected to the detriment of other creditors.” *Old Carco*, 424 B.R. at 642.

65. The court analyzed the scope of reasonable value provided to the estate in *AppliedTheory*. In *AppliedTheory*, executives provided postpetition services to the debtors and received their regular salaries throughout their postpetition tenure with the debtors, just as Claimants here received the continued benefit of the Debtors’ services. *See id.* at 234. Nonetheless, the executives argued that they should be entitled to an administrative expense claim based on a salary continuation provision of the contracts upon their departure, *i.e.*, a severance. *See id.* at 228.

66. In rejecting the executives' claim, the *AppliedTheory* court focused on the value provided to the estate. The executives introduced proof that they provided valuable services to the estate, but failed to introduce proof sufficient to establish (i) that what they had already received was "less than a fair exchange for the work they performed during that time" and (ii) any nexus between the amount of compensation they were entitled to under the provision and the value of the services they provided. *Id.* at 241. The court noted that "the terms of the pre-petition contract do not determine the amount of the priority . . . nor does the contract become enforceable against the debtor in possession simply because it elects to receive benefits under the contract after the filing date." *Id.* at 239 (citation omitted). The court ultimately found that the "salary continuation . . . was not an indication of the value of their work; it was rather, in substance, a species of damages." *Id.* at 240–41.

67. Courts have concurred with the logic in *AppliedTheory*. For instance, in *Dewey Freight Sys. Inc.*, the debtor performed under an executory contract to ship mail in the postpetition period prior to rejecting the contract, generating a receivable of approximately \$18,000. *See U.S. on Behalf of U.S. Postal Serv. v. Dewey Freight Sys., Inc.*, 31 F.3d 620, 622 (8th Cir. 1994). When the debtor was no longer able to perform under the agreement, the counterparty was forced to find a more expensive replacement. *Id.* In response to the debtor's demand for payment of the \$18,000, the counterparty argued that it was entitled to recoup the damages it suffered as a result of the debtor's failure to perform as an administrative expense. In rejecting the argument, the Eighth Circuit found that a party is "entitled to a post-petition administrative claim only to the extent it has benefitted the debtor-in-possession in operating the business," and that the damages claim under executory contracts are "not of that nature." *Id.* at 624.

68. Here, Claimants are seeking contract damages for un-assumed and, therefore, unenforceable, prepetition contracts, which is not permitted under bankruptcy law. *See* FoA Response at ¶ 3 (“an administrative expense claim for damages it has incurred resulting from RMS’ post-petition servicing errors and other post-petition breaches of the subservicing agreements”); LHES Response at ¶ 3 (same). Claimants do not meet their burden of showing, nor do they even assert, that they did not receive reasonable value for the fees provided to the Debtors in the postpetition period.

69. LHES asserts approximately \$4.1 million as an administrative expense claim, which is approximately \$4 million above what it paid the Debtors in postpetition fees. Similarly, FoA asserts approximately \$14.4 million as an administrative expense, which is approximately \$10 million above what it paid the Debtors in postpetition fees.

70. Additionally, Claimants fail to account at all for the value provided to Claimants by the Debtors. Claimants received the fair value of the fees paid in the ordinary course of the Debtors’ subservicing. The Debtors also provided significant benefit to Claimants by not immediately rejecting the Prepetition Subservicing Agreements on the Commencement Date. Migrating Claimants’ account information to another servicer required significant time and effort. Although the Debtors had a statutory right to reject the Prepetition Subservicing Agreements much earlier in these cases, doing so would have placed both Claimants and reverse mortgage holders at significant risk of interrupted servicing and permanent loss of data. Instead, the Debtors worked with Claimants to test, reformat, and migrate data to a new subservicer, and continued performing ordinary subservicing activities during that process. The Claims do not deduct the value of the services provided by the Debtors, and Claimants’ request for millions of dollars.

71. Claimants now seek to use the Extensions to obtain a windfall. Contrary to

bankruptcy law, and to the detriments of other creditors, Claimants now attempt to collect substantial contract damages when the Debtors are no longer able to correct any alleged errors and after Claimants have received the benefit of a smooth transition to a new servicer. While Claimants may have provided value to the estates in the form of fees, Claimants have already received reasonable value in exchange for payment of such fees. Any benefit provided to the estates by compensation paid is simply not commensurate with the damages Claimants now assert. In the event that the Court determines that the Claims are allowable at all, the Court should find that the reasonable value of any benefit conferred to the Debtors postpetition has already been provided to Claimants via the Debtors' performance.

Conclusion

72. In sum, the Claims are contingent prepetition unsecured claims arising from alleged breaches under prepetition agreements that were never assumed by the Debtors. Claimants' argument that the Extensions transformed the Prepetition Subservicing Agreements into postpetition contracts does not accurately reflect the terms of the Extensions.

73. In the event that the Court determines that the Extensions were novel contracts capable of giving rise to millions of dollars in liability, the lack of Bankruptcy Court approval of the Extensions prevents allowance as an administrative expense. Thus, Claimants have failed to state a claim for which they are entitled to relief as a matter of law, and the Court should overrule the Responses and reclassify the Claims as general unsecured claims.

WHEREFORE the Plan Administrator respectfully requests entry of an order denying the request for relief in the Claim and such other or further relief as is just.

Dated: December 11, 2020

New York, New York

/s/ Sunny Singh
WEIL, GOTSHAL & MANGES LLP
767 Fifth Avenue
New York, New York 10153
Telephone: (212) 310-8000
Facsimile: (212) 310-8007
Ray C. Schrock, P.C.
Richard W. Slack
Sunny Singh
Attorneys for Plan Administrator

Exhibit A-1

Example of LHES Prepetition Extension Agreement

Extension Of Agreement

For good and valuable consideration, the sufficiency of which is hereby acknowledged, this Extension Agreement is made by and between Reverse Mortgage Solutions, Inc. ("RMS") and Liberty Home Equity Solutions, Inc. ("Liberty") f/k/a Liberty Reverse Mortgage, Inc.

Whereas the Reverse Mortgage Subservicing Agreement ("Agreement") between the parties dated November 17, 2008 expired on November 17, 2013, the parties want to extend the Agreement and have the extension be effective as of November 17, 2013. Therefore, it is agreed that the Agreement is extended for an additional term of 3 (three) years commencing upon the expiration date of November 17, 2013 and shall now expire on November 17, 2016.

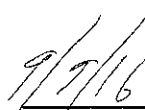
This extension shall be on all other terms and conditions as stated in the original Agreement.

This extension Agreement shall be binding upon and inure to the benefit of the parties, their successors, and subsidiaries.

Reverse Mortgage Solutions, Inc.

By: 

Name: Christopher J. Mullins
Title: President


Date

Liberty Home Equity Solutions, Inc.

By: 

Name: Michael D. Kent
Title: President

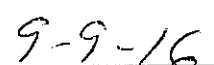

Date

Exhibit A-2

Example of LHES Postpetition Extension Agreement

Extension Agreement

For good and valuable consideration, the sufficiency of which is hereby acknowledged, this Extension Agreement is made effective July 1, 2019 by and between Reverse Mortgage Solutions, Inc. ("RMS") and Liberty Home Equity Solutions, Inc. ("Liberty") f/k/a Liberty Reverse Mortgage, Inc.

WHEREAS, the Reverse Mortgage Subservicing Agreement ("Agreement") between the parties dated November 17, 2008 expired on November 17, 2013, and the parties subsequently agreed to extend the Agreement term through June 30, 2019.

WHEREAS, to allow the parties further time to negotiate and execute a new Reverse Mortgage Subservicing Agreement, the parties now desire to extend the Agreement through September 30, 2019.

NOW, THEREFORE, the parties agree that the Agreement shall be extended through September 30, 2019. Except as provided herein, this extension shall be on the same terms and conditions as stated in the original Agreement. This Extension Agreement shall be binding upon and inure to the benefit of the parties, their successors, and subsidiaries.

Reverse Mortgage Solutions, Inc.

By: _____

Name:

Title: SOP-Loan Servicing

Liberty Home Equity Solutions, Inc.

By: _____

Name: Michael D. Kent

Title: President

Exhibit B-1

Example of FoA Prepetition Extension Agreement

Extension Agreement

For good and valuable consideration, the sufficiency of which is hereby acknowledged, this Extension Agreement is made effective March 11, 2018 by and between Reverse Mortgage Solutions, Inc. ("RMS") and Finance of America Reverse LLC ("FAR") f/k/a Urban Financial Group, Inc.

WHEREAS, the Reverse Mortgage Subservicing Agreement ("Agreement") between the parties dated March 11, 2011 expires on March 11, 2018, and the parties subsequently agreed to extend the Agreement for an additional term of thirty days commencing upon the expiration date of March 11, 2018 and expiring on May 11, 2018.

Except as provided herein, this extension shall be on the same terms and conditions as stated in the original Agreement. This Extension Agreement shall be binding upon and inure to the benefit of the parties, their successors, and subsidiaries.

Reverse Mortgage Solutions, Inc.

By:  _____

Name: Leslie J. Flynn

Title: Senior Vice President

Finance of America Reverse LLC

By:  _____

Name: Kathy Milligan

Title: Chief Servicing Officer

Exhibit B-2

Example of FoA Postpetition Extension Agreement

Extension Agreement

For good and valuable consideration, the sufficiency of which is hereby acknowledged, this Extension Agreement is made effective as of August 16, 2019 by and between Reverse Mortgage Solutions, Inc. ("RMS") and Finance of America Reverse LLC ("FAR") f/k/a Urban Financial Group, Inc.

WHEREAS, the Reverse Mortgage Subservicing Agreement ("Agreement") between the parties dated March 18, 2011 expired on March 18, 2018, and the parties subsequently agreed to extend the Agreement for an additional term commencing upon the expiration date of March 18, 2018 and expiring on May 11, 2018; and the parties further agreed to extend the Agreement for further subsequent extensions commencing upon the expiration dates of May 11, 2018, June 30, 2018, August 30, 2018, October 31, 2018, November 30, 2018, December 31, 2018, January 30, 2019, March 31, 2019, April 15, 2019, June 30, 2019, and August 31, 2019, respectively.

WHEREAS, to allow the parties further time to negotiate and execute an Amended and Restated Reverse Mortgage Subservicing Agreement, the parties now desire to extend the Agreement through September 30, 2019.

Except as provided herein, this extension shall be on the same terms and conditions as stated in the original Agreement.

Each of RMS and FAR have entered into this Extension Agreement solely to temporarily extend the term of the Agreement and do not intend this Extension Agreement or the transactions contemplated hereby to be, and this Extension Agreement and the transactions contemplated hereby shall not be construed to be or operate as, a novation, modification, or release of any of the obligations owing by RMS to FAR or in connection with the Agreement, all of which are hereby expressly preserved in their entirety.

This Extension Agreement shall be binding upon and inure to the benefit of the parties, their successors, and subsidiaries.

[Signature page to follow]

IN WITNESS WHEREOF, each of the undersigned parties has caused this Extension Agreement to be duly executed by a duly authorized representative, all as of the date first written above.

Reverse Mortgage Solutions, Inc.

By: Alan B. Clark

Name: Alan B. Clark

Title: Vice President, General Counsel

Finance of America Reverse LLC

By: _____

Name: Kathy Milligan

Title: Chief Servicing Officer

1 UNITED STATES BANKRUPTCY COURT

2 SOUTHERN DISTRICT OF NEW YORK

3 Case No. 19-10412-jlg

4 - - - - - x

5 In the Matter of:

6

7 DITECH HOLDING COPORATION,

8

9 Debtor.

10 - - - - - x

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12 United States Bankruptcy Court

13 One Bowling Green

14 New York, NY 10004

15

16 December 17, 2020

17 11:33 AM

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21 B E F O R E :

22 HON JAMES L. GARRITY

23 U.S. BANKRUPTCY JUDGE

24

25 ECRO: UNKNOWN

1 HEARING re) Case Conference (Doc# 57)
2 continued from 3/14/2019 continued from 4/11/2019
3 continued from 5/14/2019 continued from 6/5/2019
4 continued from 6/11/2019 continued from 6/20/2019
5 continued from 10/10/2019 continued from 8/7/2019
6 continued from 8/28/2019 continued from 11/14/2019
7 continued from 12/12/2019 continued from 1/15/2020
8 continued from 2/13/2020 continued from 3/3 1 /2020
9 continued from 4/22/2020 continued from 5/20/2020
10 continued from 6/17/2020 continued from 7/23/2020
11 continued from 8/27/2020 adj from 9/24/2020
12 continued from 10/29/2020 continued from 11/19/2020
13
14 HEARING re 2) Fifty-Second Omnibus Objection to Proofs of
15 Claim (Misclassified Claims) (Doc #2186)
16 Liberty Home Equity Solutions, Inc.'s Response (Doc #2314)
17 Finance of America Reverse LLC's Response (Doc #2315)
18 Adj from 5/20/2020 adj from 6/17/2020 adj from 7/23/2020 adj
19 from 8/27/2020 adj from 9/24/2020 adj from 10/29/2020 adj
20 from 11/19/2020
21
22 HEARING re 3) Sixty-Fifth Omnibus Objection to Proofs of
23 Claim (Amended/Duplicative Claims) (Doc #2970)
24
25

1 HEARING re 4) Sixty-Sixth Omnibus Objection to Proofs of
2 Claim (No Basis Claims) (Doc #2971)
3
4 HEARING re Consumer Claims Trustees First Omnibus Objection
5 to Proofs of Claim (Insufficient Documentation Unsecured
6 Consumer Creditor Claims) (Doc #1962)
7 continued from 4/22/2020 adj from 5/20/2020
8 adj from 6/17/2020 adj from 7/23/2020
9 adj from 8/27/2020 adj from 9/24/2020
10 adj from 10/29/2020 adj from 11/19/2020
11
12 HEARING re 6) Consumer Claims Trustees Tenth Omnibus
13 Objection to Proofs of Claim (Insufficient Documentation
14 Unsecured Consumer Creditor Claims) (Doc #1971)
15 continued from 4/22/2020 adj from 5/20/2020
16 adj from 6/17/2020 adj from 7/23/2020
17 adj from 8/27/2020 adj from 9/24/2020
18 adj from 10/29/2020 adj from 11/19/2020
19
20 HEARING re 7) Consumer Claims Trustees Eleventh Omnibus
21 Objection to Proofs of Claim (Insufficient Documentation
22 Unsecured Consumer Creditor Claims) (Doc #1972)
23 continued from 4/22/2020 adj from 5/20/2020
24 adj from 6/17/2020 adj from 7/23/2020
25 adj from 8/27/2020 adj from 9/24/2020

1 adj from 10/29/2020 adj from 11/19/2020
2
3 HEARING re 8) Consumer Claims Trustees Twelfth Omnibus
4 Objection to Proofs of Claim (Insufficient Documentation
5 Unsecured Consumer Creditor Claims) (Doc #1973)
6 Response to Motion filed by Hilda Hutchinson. (Doc #2344)
7 adj from 4/22/2020 adj from 5/20/2020
8 adj from 6/17/2020 adj from 7/23/2020
9 adj from 8/27/2020 adj from 9/24/2020
10 adj from 10/29/2020 adj from 11/19/2020
11
12 HEARING re 9) Consumer Claims Trustees Thirteenth Omnibus
13 Objection to Proofs of Claim (Insufficient Documentation
14 Unsecured Consumer Creditor Claims) (Doc #1974)
15 continued from 4/22/2020 adj from 5/20/2020
16 adj from 6/17/2020 adj from 7/23/2020
17 adj from 8/27/2020 adj from 9/24/2020
18 adj from 10/29/2020 adj from 11/19/2020
19
20 HEARING re 10) Consumer Claims Trustees Fifteenth Omnibus
21 Objection to Proofs of Claim (Insufficient Documentation
22 Unsecured Consumer Creditor Claims) (Doc #2141)
23 continued from 5/20/2020 adj from 7/23/2020
24 adj from 8/27/2020 adj from 9/24/2020
25 adj from 10/29/2020 adj from 11/19/202

1 HEARING re 11) Consumer Claims Trustees Eighteenth Omnibus
2 Objection to Proofs of Claim (Insufficient Documentation
3 Unsecured Consumer Creditor Claims) (Doc #2316)
4 continued from 6/17/2020 adj from 7/23/2020
5 adj from 8/27/2020 adj from 9/24/2020
6 adj from 10/29/2020 adj from 11/19/2020
7

8 HEARING re 12) Consumer Claims Trustees Twenty-second
9 Omnibus Objection to Proofs of Claim (Insufficient
10 Documentation and Untimely Unsecured Consumer Creditor
11 Claims) (Doc #2320)
12 continued from 6/17/2020 adj from 7/23/2020
13 adj from 8/27/2020 adj from 9/24/2020
14 adj from 10/29/2020 adj from 11/19/2020
15

16 HEARING re 13) Consumer Claims Trustees Twenty-Fifth Omnibus
17 Objection to Proofs of Claim (Insufficient Legal Basis
18 Unsecured Consumer Creditor Claims) (Doc #2544)
19 continued from 7/23/2020 adj from 9/24/2020
20 adj from 10/29/2020 adj from I 1/19/2020
21

22 HEARING re 14) Consumer Claims Trustees Thirty Third Omnibus
23 Objection to Proofs of Claim (Insufficient Documentation
24 Unsecured Consumer Creditor Claims)
25 (Doc #2950)

1 HEARING re 15) Consumer Claims Trustees Thirty-Fourth
2 Omnibus Objection to Proofs of Claim (Insufficient Legal
3 Basis Unsecured Consumer Creditor Claims (Doc #2959)

4

5 HEARING re 16) Consumer Claims Trustees Thirty-Fifth Omnibus
6 Objection to Proofs of Claim (Satisfied or Released
7 Unsecured Consumer Creditor Claims) (Doc #2952)

8

9 HEARING re 17) Consumer Claims Trustees Thirty-Sixth Omnibus
10 Objection to Proofs of Claim (to Allow Classify Unsecured
11 Consumer Creditor Claims) (Doc #2953)

12

13 HEARING re 18) GUC Recovery Trust's Tenth Omnibus Objection
14 to Proofs of Claim (Paid/Satisfied Claims) (Doc #2973)

15

16 HEARING re 19) GUC Recovery Trusts Eleventh Omnibus
17 Objection to Proofs of Claim (No Liability Claims)
18 (Doc #2974)

19

20 HEARING re 20) GUC Recovery Trust's Twelfth Omnibus
21 Objection to Proofs of Claim (Duplicative and Amended and
22 Superseded Claims) (Doc #2975)

23

24

25

1 HEARING re 21) GUC Recovery Trusts Thirteenth Omnibus
2 Objection to Proofs of Claim (Unliquidated Claims)
3 (Doc #2976)
4

5 HEARING re GUC Recovery Trusts Fourteenth Omnibus Objection
6 to Proofs of Claim (Modified Claims) (Doc #2977)
7

8 HEARING re 23) GUC Recovery Trusts Fifteenth Omnibus
9 Objection to Proofs of Claim (Modified Claims) (Doc #2978)
10

11 HEARING re 24) Plan Administrator for Entry of Order in Aid
12 of Execution of Third Amended Joint Chapter 11 Plan of
13 Ditech Holding Corporation and Its Affiliated Debtors (I)
14 Authorizing Plan Administrator to Return Unclaimed Borrower
15 Funds to Ascertained Borrowers, if Any, (II) Establishing
16 Procedures for Remaining Borrowers to Submit Requests for
17 Return of Unclaimed Borrower Funds, (III) Establishing
18 Special Deadline After Which Wind Down Estates Will Cease
19 Efforts to Locate Borrowers and to Return Unclaimed Borrower
20 Funds, and (IV) Granting Related Relief (Doc #2874)
21

22 HEARING re Thirty-Second Omnibus Claims Objection to Proofs
23 of Claim (No Basis Consumer Creditor Litigation Claims)
24 (Doc #1764)
25 Objection to Motion filed by Viatcheslav Strekalov.

1 (Doc #1831)
2 Objection to Motion filed by Cynthia Settles
3 (Doc #1833)
4 Objection to Motion filed by Darryl Keith Browder. (
5 Doc #1893)
6 Objection to Motion filed by Dolores Yee.
7 (Doc #1905)
8 continued from 2/25/2020 continued from 4/22/2020
9 adj from 6/17/2020 adj from 7/23/2020
10 adj from 8/27/2020 adj from 9/24/2020
11 adj from 10/29/2020 adj from 11/19/2020
12
13 HEARING re 26) Fifteenth Omnibus Claims Objection to Proofs
14 of Claim (No Basis Consumer Creditor Claims) (Doc #1747)
15 Objection to Motion filed by Suzanne Roberts. (Doc #1877)
16 Response to Motion filed by Richard S. Phelps. (Doc# 2154)
17 continued from 2/25/2020 adj from 3/31/2020
18 adj from 4/22/2020 adj from 5/20/2020
19 adj from 6/17/2020 adj from 7/23/2020
20 adj from 8/27/2020 adj from 9/24/2020
21 adj from 10/29/2020 adj from 11/19/2020
22
23
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25

1 HEARING re 27) GUC Recovery Trusts Objection to Classify the
2 Proof of Claim of the Geary Class Action Plaintiffs (Brian
3 and Connie Geary, Individually and on Behalf of Others
4 Similarly Situated) (Claim No. 20041) as a Consumer Creditor
5 Claim for Distribution, if any, From the Consumer Creditor
6 Recovery Cash Pool. (Doc #2972)

7
8 HEARING re 28) Cross-Motion to Classify as a General
9 Unsecured Claim (Doc #3037)

10
11 HEARING re Motion for Consideration filed by Mary J.
12 Farrier. (Doc #2797)

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25 Transcribed by: Sonya Ledanski Hyde

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1 P R O C E E D I N G S

2 THE COURT: All right, good morning. It's Judge
3 Garrity. I apologize for keeping you waiting. We are here
4 this morning in Ditech Holding Corporation, Case Number 19-
5 10412. We have a number of matters on our agenda this
6 morning.

7 Mr. Singh, are you on?

8 MR. SINGH: Yes, I am here, Your Honor. Good
9 morning, Your Honor. Sunny Singh. Can you hear me okay?

10 THE COURT: I can, thank you.

11 MR. SINGH: Great. Your Honor, good morning. As
12 you said, we do have a number of matters on the agenda that
13 was filed yesterday and a number of folks on the line. What
14 I was -- what I'd like to propose, Your Honor, is we have a
15 quick status conference with respect to one of the matters.
16 Your Honor, we can address that quickly. And then there's a
17 pretty long list of uncontested matters, and then we have
18 contested. I'm happy to either go down the list of
19 uncontested or address the -- there was a motion in aid of
20 execution of the plan that relates to the unclaimed property
21 and I think most folks are probably on for that matter, or
22 many folks I should say. So we can either address that
23 first -- however Your Honor would like to proceed is of
24 course fine with us.

25 THE COURT: Well, you said you have the status on

1 a particular matter?

2 MR. SINGH: Yes, Your Honor. We can start there.

3 THE COURT: Yeah. And then I think -- I'm sorry,
4 Mr. Singh. I think what we should do -- I know we can move
5 very quickly through the uncontested matters. So why don't
6 we do that. And then we can get into the motion as relating
7 to the unclaimed funds.

8 MR. SINGH: Perfect, Your Honor. We'll do that.
9 So, Your Honor, the first status conference relates to the
10 claims that were filed by Liberty Home Equity Solutions and
11 Finance of America Reverse LLC. Counsel from Hunton &
12 Williams is on the line, Your Honor. And the plan
13 administrator did file a reply last week. Again, this is
14 just a status conference for today.

15 Judge, I don't know if you've had a chance to
16 review the papers, but we think a preliminary or at least a
17 threshold issue here is whether this is -- these claims are
18 post-petition administrative claims where the claimants have
19 alleged that certain extension agreements constituted new
20 contracts and post-petition obligations, which is a position
21 opposed by the plan administrator. And at least in our
22 pleading, we've sort of set out why we think, Your Honor,
23 based on the documents you can rule against that position.

24 We've conferred with counsel at a constructive
25 call where the parties agree as to process. Our suggestion,

1 Your Honor, would be that if the Court is available, that at
2 the January omnibus hearing we would be heard with respect
3 to the plan administrator's objection on file, which is
4 basically a motion to dismiss standard, as most of the
5 objections before you have been.

6 If Your Honor rules in our favor, the plan
7 administrator's favor, that should sort of resolve the
8 issue. If there are open questions and Your Honor doesn't
9 rule in our favor and then we would have to get to evidence,
10 we would then come up with a discovery schedule, meet and
11 confer, and then request an evidentiary hearing from Your
12 Honor after that. But we think in the first instance,
13 Judge, for purposes of judicial efficiency, it makes sense
14 to at least hear the motion to dismiss that's been filed by
15 the plan administrator so Your Honor could address that
16 issue. And that could obviate the need for further
17 discovery depending on Your Honor's ruling. Or it might
18 even at least limit it, for example.

19 So that's what we were thinking. I'll of course
20 let Counsel address the Court.

21 THE COURT: Okay. Do the creditors wish to be
22 heard?

23 MR. RICH: Yes. Thank you, Your Honor. This is
24 Robert Rich from Hunton Andrews Kurth, counsel for Finance
25 of America Reverse LLC and Liberty Home Equity Solutions,

1 Inc.

2 What Counsel said is consistent with our
3 conversation. We think it makes sense to schedule a hearing
4 on the legal issues, as you said, on a motion to dismiss
5 standard is fine. And of course if we were successful on
6 that, we'd come back to the Court and ask for discovery,
7 which would be informed by that decision.

8 We didn't talk about a date. I just heard Counsel
9 mention the January omnibus date. If you could just share
10 what date that is, that would be helpful.

11 MR. SINGH: Yes, Your Honor. I believe we're on
12 for the last Thursday, which is January 28th. The last
13 Thursday of January it should be.

14 THE COURT: Yes, that's what I show.

15 MR. SINGH: Yeah. So we would propose, Your
16 Honor, to schedule the hearing for that date if that works
17 for Your Honor.

18 THE COURT: All right. Counsel, that works for
19 you?

20 MR. RICH: Yes. Is that at 11 A.M. like this
21 hearing?

22 THE COURT: Yes. Yes, that would be at 11:00.

23 MR. RICH: Okay, yes. That works. Thank you.

24 THE COURT: All right, terrific. I've had a
25 chance to read the papers. So I don't have any problem

1 approaching it in the fashion that you folks have agreed to.

2 We'll adjourn it to 11:00 on the 28th, January 28th. Okay?

3 MR. SINGH: Thank you, Your Honor.

4 MR. RICH: Thank you, Your Honor.

5 THE COURT: Thank you. All right, great.

6 MR. SINGH: Your Honor, okay. So then that takes
7 us to -- we do have a case conference on the calendar. I
8 should have started with this, Your Honor. I think we'll
9 address -- there has been a lot of activity as you can see
10 from what we've got on the docket today, but nothing other
11 than what we've got on today really to update the Court on.
12 You know, we're continuing to make progress through the
13 claims and coordinate with the GUC trustee and the consumer
14 representative. But I think the main event today regarding
15 unclaimed property has been the primary focus of the plan
16 administrator over the past couple of weeks.

17 So unless Your Honor has any general questions, I
18 would propose to then go to the uncontested claim matters.

19 THE COURT: I do not have any questions, so we can
20 get started. Thank you.

21 MR. SINGH: Okay. Thank you, Your Honor. I'm
22 going to turn it over to my colleague, Cliff Sonkin, who is
23 going to handle the first two objections that are filed by
24 the plan administrator, and then we'll transition to the
25 consumer representative and the GUC trustee's counsel.

1 THE COURT: All right, terrified.

2 MR. SONKIN: Good morning, Your Honor. This is
3 Cliff Sonkin of Weil Gotshal & Manges on behalf of the plan
4 administrator.

5 The next item on the agenda is the 65th Omnibus
6 Objection to proofs of claim filed at ECF 2970. The 65th
7 Omnibus objection seeks to disallow and expunge ten claims
8 on the basis that the proofs of claim are duplicative of
9 other filings. The plan administrator has not received any
10 responses regarding this objection. And as such, the plan
11 administrator respectfully request that the Court sustain
12 the objection in order that the claim is disallowed and
13 expunged.

14 THE COURT: I've reviewed the papers. Is there
15 anyone else who would like to be heard?

16 There being no response, your request is granted.
17 Submit an order, please.

18 MR. SONKIN: Okay. Thank you, Your Honor.

19 The next item on the agenda is the 66th Omnibus
20 Objection at ECF 2971. The 66th Omnibus Objection was filed
21 jointly with the GUC recovery trustee. And the objection
22 seeks to disallow and expunge 19 claims on the basis that
23 the claims lack legal merit or sufficient documentation to
24 support the validity of the claims.

25 I did want to note for Your Honor that the

1 objection initially was to 20 claims. However, claim number
2 20880 was previously listed on the 58th Omnibus Objection.
3 Your Honor entered an order expunging that claim on July
4 11th at ECF 2688. And therefore, the plan administrator
5 believes that further relief as to that claim is
6 unnecessary.

7 As there have been no other timely responses
8 received, the plan administrator respectfully requests that
9 the Court sustain the objection and the Court has the claims
10 disallowed and expunged.

11 THE COURT: All right. Were there any responses,
12 timely or otherwise?

13 MR. SONKIN: We did have -- I believe there was
14 someone who was on the 58th who reached out to the GUC
15 trustee regarding claim number 20880.

16 THE COURT: Oh, okay. So the one that had -- I'm
17 sorry -- that had already been dealt with.

18 MR. SONKIN: Correct.

19 THE COURT: Oh, okay. Is there anyone else who
20 would like to be heard?

21 I've reviewed the papers and find that based on
22 the undisputed facts you've established a right to the
23 relief requested. Your request is granted. You will submit
24 an order, please.

25 MR. SONKIN: Okay. Thank you, Your Honor.

1 THE COURT: Thank you.

2 MR. SONKIN: I believe that is the plan
3 administrator's objections. And with that, I'd like to cede
4 the virtual podium to the consumer representative.

5 THE COURT: All right. Thank you.

6 MR. LEVIN: Good morning, Your Honor. Richard
7 Levin, Jenner & Block LLP for the consumer claims trustee.

8 THE COURT: Mr. Levin.

9 MR. LEVIN: I'd like to in the interest of time --
10 everything that I'm going to discuss in a moment is on the
11 agenda, which is filed, so it's in the record. So I'm going
12 to try to summarize and group these Agenda Items 5 through
13 13. These are adjourned omnibus claim objections to about
14 10 or 11 individuals' claims who had asked for more time to
15 prepare responses. Ms. Twomey, the consumer claims trustee,
16 agreed with those requests. And in some cases asked for --
17 reminded the claimant a second time to provide the
18 information.

19 As of October 24, none of these claimants had
20 provided the additional information to support their claims.
21 Ms. Twomey sent a letter dated October 24th to each of them.
22 None of them have responded. And the letter made clear that
23 if they didn't respond, we would seek an order disallowing
24 their claims.

25 And so that's what's on the calendar for Items 5

1 through 13 on the agenda. I've checked the hearing
2 dashboard. It appears that none of these claimants are in
3 the courtroom, in the virtual courtroom. Although if Your
4 Honor thinks it appropriate, I'd be happy to read each of
5 their names just so they can respond if they happen to be
6 here. But otherwise -- I'm sorry.

7 THE COURT: No, no, I'm sorry. I interrupted you.
8 Please.

9 MR. LEVIN: That's all right. But otherwise, I
10 would ask all of these claims be disallowed.

11 THE COURT: Is there anyone else on the phone who
12 would like to be heard with respect to these matters?

13 All right. And there's a person who identifies
14 him or herself as M. Morris. Is that one of the claimants,
15 Mr. Levin?

16 MR. LEVIN: No, it is not, Your Honor. No, it is
17 not.

18 THE COURT: Okay, thank you. All right. Then
19 there being no response, the request is granted as it
20 relates to the claims that Mr. Levin has summarized on the
21 record just this moment. And you'll submit appropriate
22 orders?

23 MR. LEVIN: Yes, Your Honor, we will.

24 THE COURT: Terrific. Thank you.

25 MR. LEVIN: The next item is the consumer claim

1 trustee's 33rd Omnibus Objection. We received informal
2 responses from four individuals listed on the agenda. And
3 we have agreed to adjourn those to a date to be determined.
4 And we filed a notice of adjournment with respect to those,
5 Your Honor. So with the exception of those four claimants,
6 we ask that the objection be granted and the remaining
7 claims be disallowed.

8 THE COURT: Is there anyone else who would like to
9 be heard on this matter?

10 There being no response, your request is granted.
11 Please submit the order.

12 MR. LEVIN: We will do so, Your Honor. The next
13 item is the consumer claims trustee's 34th Omnibus
14 Objection. Same situation. We received two formal
15 responses and four informal responses and no responses for
16 the others. We filed a notice of adjournment with respect
17 to those six claimants. Actually, we filed also an amended
18 notice of adjournment this morning for the last on the list,
19 a claimant named (indiscernible). No other responses, Your
20 Honor.

21 We ask that with the exception of these six who
22 have been adjourned, whose objections have been adjourned to
23 a date to be determined, that the claims be disallowed.

24 THE COURT: Is there anyone else who would like to
25 be heard on this matter?

1 There being no response, your request is granted.

2 You will submit the order, please.

3 MR. LEVIN: Yes, we sill. The next is the
4 consumer claim trustee's 35th Omnibus Objection. We
5 received one informal response. We filed a notice of
6 adjournment with respect to that claimant's claim. And
7 except for that, we ask that all the other claims on this
8 omnibus objection be disallowed.

9 THE COURT: Is there anyone else who would like to
10 be heard on this matter?

11 There being no response, your request is granted.

12 MR. LEVIN: And finally, Item 17 on the agenda,
13 the consumer claim trustee's 36th Omnibus Objection. We
14 have received no responses, formal or informal. So we ask
15 that all the claims on this omnibus objection be disallowed.

16 THE COURT: Is there anyone else who would like to
17 be heard on this matter?

18 There being no response --

19 MS. TWOMEY: Yes. Your Honor, this is the
20 consumer claims trustee.

21 Mr. Levin, these are our allow and classify
22 claims. So these are claims that we are seeking to allow.

23 MR. LEVIN: I apologize. Yes. These are not
24 objections per se, but they are allow and classify, allowing
25 to reduce the amount or if they were unliquidated, we

1 determined an amount that they should be allowed for. So we
2 gave notice to everybody on this list of the amounts that we
3 thought they should be allowed for, and none responded.

4 So we ask that the claims be allowed in the amount
5 specified in the 36th Omnibus Objection.

6 THE COURT: All right. Thank you, Ms. Twomey.
7 Anything else you'd like to add, Ms. Twomey?

8 MS. TWOMEY: No, thank you, Your Honor.

9 THE COURT: All right, thank you. Is there anyone
10 else who would like to be heard?

11 Your request is granted. Mr. Levin, you will
12 please submit the order.

13 MR. LEVIN: We will. Your Honor, that completes
14 our portion of the hearing until -- our portion of the
15 uncontested matters. So I'll ceded the podium to the
16 counsel for the general unsecured -- the GUC trustee.

17 THE COURT: Thank you.

18 MS. LEVINE: Good morning, Your Honor. It's Beth
19 Levine from Pachulski Stang Ziehl & Jones. Can you hear me
20 all right?

21 THE COURT: I can, thank you.

22 MS. LEVINE: Thank you, Your Honor. We are here
23 on the GUC Recovery Trust 10 through 15 omnibus objections
24 to claims which are items 8 through 23 on the agenda.

25 Turning first to the GUC Recover Trust's 10th

1 Omnibus Objection to claims that were paid -- with respect
2 to paid and satisfied claims. This objection is
3 uncontested. We have received no formal or informal
4 objection. And accordingly, we would respectfully request
5 that the Court enter an order expunging the disputed and
6 satisfied claims set forth on Schedule 1 to the proposed --

7 THE COURT: Thank you. Is there anyone else who
8 would like -- is there anyone else who would like to be
9 heard?

10 There being no response, your request is granted.
11 Please submit the order.

12 MS. LEVINE: Will do so, Your Honor. Thank you.

13 Next on the agenda is the GUC Recover Trust's 11th
14 Omnibus Objection to claims with respect to the liability
15 claims.

16 With respect to this objection, we did receive one
17 informal request by Roof Doctors of Carrollton Inc. and we
18 filed an adjournment with respect to that claim, which is at
19 ECF 2974. We have not received any other filed or informal
20 responses.

21 And with that, Your Honor, we would -- other than
22 with respect to the adjourned claim, we would request that
23 the Court enter an order expunging the claims listed in the
24 GUC Trust's 11th Omnibus Objection.

25 THE COURT: Is there anyone else who would like to

1 be heard?

2 There being no response, your request is granted.
3 You'll submit the order, please.

4 MS. LEVINE: Thank you, Your Honor. We will.
5 Next is the GUC Trust's 12th Omnibus Objection to claims
6 with respect to duplicative and amended and superseded
7 claims.

8 Again, with respect to the 12th Omnibus Objection,
9 we've received no responses either formal or informal. And
10 accordingly, we would request that the Court enter the order
11 expunging the (indiscernible) claims identified on the
12 schedule to the proposed orders.

13 THE COURT: Is there anyone else who would like to
14 be heard?

15 There being no response, your request is granted.
16 You will please submit the order.

17 MS. LEVINE: Will do so, Your Honor. Thank you.

18 Next is the GUC Trust's 13th Omnibus Objection to
19 claims with respect to unliquidated claims.

20 We did receive a few filed responses with respect
21 to this objection from the Franchise Tax Board, the State of
22 Connecticut, and the Treasurer of Virginia. And with
23 respect to each of those claims, we filed a notice of
24 adjournment at ECF 3075. We have not received any other --
25 any informal objections and no other objections have been

1 filed.

2 With that, Your Honor, we would request that the
3 Court enter an order expunging the unliquidated claims
4 listed on Schedule 1 to the proposed order with the
5 exception of the claims for which we've noticed an
6 adjournment.

7 THE COURT: Is there anyone else who would like to
8 be heard on this matter? There being no response, your
9 request is granted. You will please submit the order.

10 MS. LEVINE: Will do so, Your Honor. Thank you
11 very much.

12 Next we have the GUC Recovery Trust's 14th Omnibus
13 Objection to proofs of claims with respect to modified
14 claims where we've sought to modify the claims either in
15 amount or classification.

16 With respect to this objection, we've not received
17 any informal responses, nor have any responses been filed on
18 the docket. Accordingly, we respectfully request that the
19 Court enter an order modifying the claims as set forth in
20 the proposed claim (indiscernible) and Schedule 1 to the
21 proposed order.

22 THE COURT: Is there anyone else who would like to
23 be heard?

24 There being no response, your request is granted.
25 You will submit the order, please.

1 MS. LEVINE: Will do so.

2 And finally, Your Honor, we have the GUC Recovery
3 Trust's 15th Omnibus Objection to claims, again, with
4 respect to modified claims.

5 We received two responses to this matter. One
6 response which we filed. The other was filed by Frenkel
7 Lambert Weiss. And we filed a withdrawal with respect to
8 that claim.

9 In addition, Your Honor, with respect to -- we
10 received a response from Ms. Morris with respect to Claim
11 Number 20168. Your Honor, we hadn't focused on that
12 response. I know Ms. Morris is on the phone today, but we
13 would request an adjournment of the hearing with respect to
14 that claim so that we can review her response in greater
15 detail and reach out to her to see if we can come to a
16 resolution before involving the Court.

17 THE COURT: All right. Ms. Morris, would you --
18 I'm sorry. I apologize.

19 MS. LEVINE: That's fine. Perhaps Ms. Morris
20 wants to speak at the moment before we conclude.

21 THE COURT: All right. Ms. Morris, would you like
22 to be heard? Ms. Morris?

23 MS. MORRIS: I'm sorry. That's fine with me. I
24 will wait to hear back.

25 THE COURT: All right, great. Well, thank you for

1 dialing in. You are free to exit the hearing.

2 I will grant the relief requested except of course
3 with respect to the claim that has been withdrawn and Ms.
4 Morris' claim. I think that's where you were headed, wasn't
5 it, Counsel?

6 MS. LEVINE: That is exactly where I was headed,
7 Your Honor. Thank you very much. We will submit an order
8 to that effect.

9 THE COURT: All right, great. Terrific. And
10 you'll reach out to Ms. Morris to see if you can work things
11 out?

12 MS. LEVINE: Yes, we do. And I understand that my
13 colleague reached out to her this morning just before the
14 hearing to tell her we were going to request an adjournment.
15 And we will be in touch with her.

16 THE COURT: Terrific. Thank you very much.

17 MS. LEVINE: Thank you, Your Honor. That brings
18 us to the end of the GUC Trust's omnibus claims objections,
19 and I will now cede the virtual podium to the contested
20 matters.

21 THE COURT: Thank you.

22 Mr. Singh?

23 MR. SINGH: Yes. Thank you, Your Honor. Sunny
24 Singh again for the record on behalf of the plan
25 administrator. Your Honor, that then does bring us to the

1 plan administrator's motion in aid of execution of the plan
2 relating to the unclaimed borrower funds.

3 Your Honor, what I'd like to do is sort of outline
4 for the Court where we are and the plan administrator's
5 intentions and goals with respect to the motion. And I
6 don't intend to repeat everything in the papers, Your Honor,
7 but I think there are a few issues that do deserve
8 highlighting. And then of course we do still have some
9 objections. I am pleased to report, as you can see in the
10 agenda, that six of the objections have been resolved. One
11 was a reservation of rights, so a total of five have been
12 withdrawn including the objection of the State of New Jersey
13 which was resolved following the filing of our reply.

14 So we do still have this matter still contested
15 because we still do have some states, as listed on the
16 agenda, that are going forward contested. So of course Your
17 Honor would let them be heard after I can make some
18 introductory comments. And then of course if the Court has
19 any questions.

20 THE COURT: Okay, thank you. Please go ahead.

21 MR. SINGH: Okay. Your Honor, I think as you can
22 probably glean from the motion, the purpose of the motion,
23 at least from the plan administrator's perspective, is very
24 straightforward. The plan administrator wants to try to
25 return as much of the approximately \$113 million that's

1 ascribed as unclaimed funds as possible. And these are
2 normal sort of things that occurred and funds that sort of
3 were unclaimed in the normal course of Ditech's operations
4 where, you know, checks were sent out but weren't cashed, a
5 borrower couldn't be located, et cetera. Various reasons
6 why this happens. But it is a normal part of Ditech's
7 business.

8 And, Your Honor, although the goal of the motion
9 we think is simple and straightforward and at this point
10 mostly procedural in nature, as I'm sure that Your Honor has
11 probably surmised, a lot of time, effort, thought, and
12 consultation among the key constituents has gone into the
13 motion and bringing the motion to the Court, in particular
14 to come up with the two-step process that we've suggested
15 and proposed. And that includes, Your Honor, consultation
16 with the consumer claims trustee, a steering committee of
17 term loan lenders, and after the motion was filed, various
18 state unclaimed property agencies.

19 Your Honor, for months the plan administrator
20 investigated this issue, hired experts like Georgeson, and
21 considered the plan administrator's obligations under the
22 plan and the view of parties in interest. And a few things
23 became clear during that process.

24 One, in the plan administrator's view, returning
25 the funds directly to the borrowers is consistent with and

1 we believe required by the plan. And I would note, Your
2 Honor, that no party in interest has disputed the plan
3 administrator's interpretation of the plan.

4 Two, if the issues identified in the papers
5 regarding allegations of constructive trust, tracing,
6 standing of the states, preemption, et cetera, Your Honor,
7 are litigated immediately out of the gate. That would be an
8 extremely complex, expensive, and drawn out endeavor. And
9 during that litigation, Judge, the borrowers would actually
10 not get their money back. So we would be sort of sitting on
11 this cash, you know, fighting a huge fight amongst all the
12 parties, and not actually getting money back to the
13 borrowers, which is what the plan administrator believes the
14 plan requires and is also, frankly, the right thing to do.

15 So in consideration of these issues, Judge, the
16 plan administrator and its advisors came up with and
17 garnered the support of key stakeholders for a two-step
18 process, which is where we are today.

19 Step one, you know, that's the motion on file
20 before Your Honor and the relief requested today, which is
21 that the plan administrator seeks approval of a process that
22 it will undertake that's all outlined in the motion to try
23 to identify and contact the borrowers and get the funds back
24 to them directly.

25 And then step two, which is deferred, Your Honor,

1 is if necessary the parties can litigate about what happens
2 to any funds that are not returned during Phase 1.

3 And Judge, you know, frankly we're not sure
4 exactly what Phase 2 looks like. That's going to depend in
5 large part on how much of the money is returned. Again, we
6 hope it's a lot, if not all of it. What states are even
7 remaining and sort of what there is left at the end of Phase
8 1. Which is, you know, 180 days to identify folks and then
9 time for them to cash their checks. So we've got quite a
10 bit of time and facts that need to get developed before we
11 can get to Phase 2.

12 And, Your Honor, at the end of that there may even
13 be a way that the parties can settle the issues, especially
14 if the dollars and cents are smaller. I don't know, and
15 we'll see what happens. But the point is, Your Honor, that
16 the benefit of the two-step process is that we can defer
17 those difficult issues and start trying to get the money
18 back to the borrowers right away. Something that, frankly,
19 nobody should fairly be complaining about. And I don't
20 think -- and I know that at least the parties in interest,
21 the economic parties in interest in this case, the term loan
22 lenders, consumer representative, et cetera, no objections
23 as to that process that's been filed.

24 And, Your Honor, as I've said, we did consult with
25 the states following the filling of the motion. Your Honor,

1 13 states filed an objection. Six of them have withdrawn.
2 The rest, you know, after receiving notice. And we did have
3 conversations with many others who chose not to file
4 pleadings. So they were provided notice with respect to the
5 motion but are, you know, in my view okay with going forward
6 with the two-step process as they haven't responded.

7 And, you know, the objections were resolved, Your
8 Honor, based upon, you know, following discussions, but also
9 based upon a revised order that we filed after we adjourned
10 the motion when it was originally scheduled for November so
11 we could continue to try to work out issues with the parties
12 who were responding.

13 And the revised order makes a couple of things
14 clear. One, we've incorporated an express reservation of
15 rights with respect to Phase 2. Everybody's rights with
16 respect to Phase 2 are preserved. Two, we have withdrawn
17 the plan administrator's reservation of rights to seek to
18 charge any costs of the process against, you know, any
19 unclaimed funds that are not returned. So that issue is off
20 the table. And three, we've reduced the \$100 minimum
21 threshold to \$50, which is consistent, as you can see from
22 the chart that we filed summarizing the unclaimed property
23 laws in the various states, Your Honor, which is consistent
24 with the types of notices, et cetera, and the \$50 threshold
25 that many of the states if not most of the states use.

1 And we told the states, Judge, throughout the
2 process, if there is a way you think that the procedures can
3 be improved, you know, such as for example reducing the \$100
4 minimum to \$50, which we did. You know, we were all ears.
5 The plan administrator was happy to consider those types of
6 changes to the process that are designed to increase the
7 likelihood that the funds would actually be returned to the
8 borrowers.

9 And, Your Honor, unfortunately, the seven states
10 that are still objecting -- and that includes four
11 represented by Loeb & Loeb where there is an omnibus
12 objection -- so four objections, seven states, you know, are
13 really not at all raising issues of that nature. Rather,
14 it's a more fundamental issue where they are demanding that
15 we simply just turn over the funds to the states now and let
16 them address under their particular unclaimed property laws,
17 you know, what happens with that money.

18 And, Your Honor, the plan administrator doesn't
19 think that works for a number of reasons and would be
20 completely unfair and is entirely inconsistent we think with
21 the plan and the objectives of the motion and would force a
22 litigation of issues that are in our view properly reserved
23 for Phase 2.

24 Again, it's not what the plan says. And giving
25 the money to the states who are in our view no more likely

1 to find the borrowers and the plan administrator -- and
2 frankly we think actually our process is more efficient,
3 it's uniform, and will result in a greater likelihood that
4 the funds are returned. But we don't think that's the right
5 answer.

6 Your Honor, I think one statement does require
7 being called out because I think it's telling in the Loeb
8 objection of possible or at least partial motivations here.
9 And they come right out and say this, Judge. The 180-day,
10 quote, "delay" by our process prevents the states from using
11 the unclaimed property until the borrower is ultimately
12 located. And I think that's an important point, Your Honor.
13 Because as you can see from the summary, that statement as
14 well as the summary that we included in our reply, all of
15 the states have discretion to use for general state purposes
16 funds that are not demanded to be returned where a borrower
17 doesn't show up or a person who is entitled to unclaimed
18 property doesn't show up. Until that happens, the states
19 can just use the funds for general state purposes.

20 And that issue, Your Honor, was something that was
21 before Judge Conrad in the Drexel decision when he faced a
22 similar issue with unclaimed property. And he said, look,
23 that's just not appropriate. That's not what the bankruptcy
24 code requires. And, you know, that shouldn't be driving a
25 result that ignores the plan, that ignores the bankruptcy

1 law and, frankly, ignores the plan administrator's judgement
2 here, that the right thing to do here is to find the
3 borrowers and we'll deal with Phase 2 and all those
4 difficult issues that we need to.

5 Your Honor, also, second, giving the states the
6 funds today, you know, their demands, a lot of assumptions
7 go into that demand on legal issues that, frankly, at the
8 end of the day if we were litigating here, the states are
9 the ones that will have the burden of proof to show that
10 there is a constructive trust if that's the path that we end
11 up.

12 And I think, Your Honor, there's a host of issues
13 that we've outlined in our reply. Just a few of them that
14 are just very fundamental and, frankly in our view,
15 expensive. But before you can even get to the issue of
16 constructive trust and tracing, there is a question of who
17 is the right party to assert a constructive trust. Meaning,
18 do the states even have standing on the ultimate issue and
19 are the unclaimed property laws that they're insisting be
20 applied preempted by the Bankruptcy Code.

21 Now, the authority -- and, Your Honor, I don't
22 think unless the states really want to push this issue, I'm
23 not sure you need to decide this today. But the authority
24 seriously suggests that actually, no, the unclaimed property
25 laws are not enforceable with respect to at least post-

1 petition funds and as to pre-petition funds. And we're only
2 talking about I think \$2.7 million of funds that would have
3 actually, quote, unquote, escheated prepetition. You know,
4 that's when sort of the dormancy period would have run. You
5 know, they're just creditors with respect to those. So
6 that's a real difficult and serious issue, Your Honor.

7 And then even if you can get past that and you
8 assume that the states are the right parties, there is the
9 issue of whether there is a constrictive trust as a legal
10 matter. And then you have the factual exercise, which you
11 always have in constructive trust issues, is whether the
12 funds can be traced. And that is not simple by any means.
13 It never is. And I know that there's some back and forth in
14 the papers about this. But I really would note for the
15 Court in that regard that although a vast -- or I should say
16 some, I don't actually know if a vast majority. This
17 investigation is still ongoing by the plan administrator.
18 It's not simple -- may have started out in segregated
19 accounts.

20 In many cases when the checks were actually
21 issued, Your Honor, they were transferred to the debtor's
22 operating accounts and then moved out of those operating
23 accounts. So they were pooled at a certain point in time.
24 So it's not as simple as, hey, we're just going to sort of
25 poll a segregated account and the money is still sitting

1 there. You know, I think that really oversimplifies the
2 issue. And that's not going to be what the facts are going
3 to sort of yield at the end of the day.

4 But again, Your Honor, these are reasons why we
5 don't think it's appropriate for the states to just to come
6 in here and say, well, give us our allocable share, you
7 know, ignore all of these issues. That's just not a
8 practical answer and, you know, really puts the cart before
9 the horse, and frankly would require the Court to rule on
10 these difficult, complex, and expensive issues.

11 I would also say, Your Honor, that some of the
12 states will just say -- or they may say today -- just carve
13 us out. You know, again, I don't think that's fair, either.
14 If we carve out one state, that's a slippery slope.
15 Especially when you've got other states who withdrew their
16 objections or frankly didn't object at all because they
17 recognized we had a uniform process that's applicable to all
18 and everybody's rights as to Phase 2 are fully preserved.

19 So, Your Honor, I think for all of these reasons,
20 we think the two-step process that we've proposed is the
21 right answer. It has the highest likelihood of getting
22 funds back to the borrowers. It's consistent with the plan.
23 It has the highest likelihood of reducing the litigable
24 issues at the end of the day and the cost that everybody
25 will have to bear if we do go down that path of litigation.

1 And frankly, Your Honor, we think it's fair. And an
2 overwhelming majority of the constituents -- and I would say
3 I include there the majority of the states who either didn't
4 object to the motion or withdrew their objection -- agree
5 that this is the right way to proceed.

6 So, Your Honor, unless you have any questions for
7 me, that's the plan administrator's position and view with
8 respect to the motion and the responses that are still
9 outstanding.

10 I'm happy to turn the podium over and then respond
11 as appropriate to any objections.

12 THE COURT: I think that would be fine. I do not
13 have any questions for you at this time.

14 Who would like to start off for the states?

15 MR. RUBENSTEIN: Good morning, Your Honor. This
16 is Vadim Rubenstein from Loeb & Loeb. If you don't mind, I
17 could proceed.

18 THE COURT: That would be fine. Thank you.

19 MR. RUBENSTEIN: Thank you, Your Honor. Vadim
20 Rubenstein with Loeb & Loeb. We are counsel to the states
21 of Delaware, Illinois, Montana, and Iowa. And I will refer
22 to them as the states. With me on the phone are my
23 colleagues, Steve Rosenthal, Marc Cohen, and Alicia Clough.

24 The pro hac vice applications, Your Honor, were
25 filed within the last couple of weeks. They can be found at

1 Docket Numbers 3063, 3062, and 3045.

2 As Mr. Singh indicated, Your Honor, it is the
3 states' position that the unclaimed borrower funds do not
4 constitute property of the Debtor's estates. And the
5 reasons for that are detailed in the motion.

6 And because those funds are not property of the
7 estates, we took the position that they should not be
8 administered by the plan administrator, but rather should be
9 turned over to the states in accordance with their
10 respective states' laws.

11 Nevertheless, as we point out in our objection, we
12 have been working cooperatively with the plan administrator
13 and we are appreciative of their efforts in revising the
14 proposed order and making some of the concessions that
15 they've made thus far.

16 And, Your Honor, after filing our objection and
17 considering the plan administrator's reply, the states have
18 determined not to press their objection to the process
19 generally. And that process is reflected in the revised
20 proposed order that the plan administrator has filed.

21 Subject to a couple of exceptions. And the exceptions I'm
22 going to discuss, frankly, Your Honor, are issues that we
23 have not been able to resolve with the plan administrator.
24 And had we been able to resolve these two issues, we would
25 have withdrawn our objection. And those two issues, they

1 both relate to the timing of the procedure.

2 And to put it bluntly, Your Honor, the plan
3 administrator is seeking too much time to complete the
4 process and to have the proposed -- and have not proposed in
5 the revised proposed order any particular deadline by which
6 it will proceed to Phase 2 with respect to the remaining
7 unclaimed borrower funds.

8 Your Honor, in particular Paragraph 8 and 9 of the
9 proposed order allow the plan administrator 90 days from the
10 entry of the proposed order to just first send out notice to
11 the borrowers and to publish notice in USA Today. The
12 states do not understand why it should take that long. And
13 along the same lines --

14 THE COURT: Excuse me, Counsel.

15 MR. RUBENSTEIN: Yes.

16 THE COURT: Counsel, I'm sorry to interrupt you.
17 What's the document number that you're looking at?

18 MR. RUBENSTEIN: I'm looking at the proposed
19 revised order that was filed on the docket, I believe it was
20 November 23rd.

21 MR. SINGH: At ECF 3011.

22 MR. RUBENSTEIN: It's ECF 3011, yes.

23 MR. SINGH: Right.

24 THE COURT: All right, thank you.

25 MR. SINGH: Sorry to interrupt, Your Honor.

1 THE COURT: That's all right. Not a problem.

2 Just one second, please. Okay, proceed.

3 MR. RUBENSTEIN: Ready, Your Honor?

4 THE COURT: Yes. Go ahead, please.

5 MR. RUBENSTEIN: And so they are giving themselves
6 90 days to just publish notice in the USA Today and to first
7 send out notice to the holders. And, Your Honor, I'll
8 remind you that the plan was confirmed on September 30th --
9 actually went effective on September 20th, 2019. Along the
10 same lines, Your Honor, they are asking for 180 days to
11 develop a process for Phase 2 in connection with how the
12 parties are going to resolve their disputes, which Mr. Singh
13 acknowledges are going to be very complicated.

14 And so, as the plan administrator explained in his
15 motion, the plan administrator has gone through a very
16 tedious and time-consuming process to reconcile this
17 information and has even established a database. And
18 similarly, Your Honor, in the reply, the plan administrator
19 states that the plan administrator (indiscernible) develop
20 robust procedures for locating and notifying borrowers of
21 unclaimed borrower funds.

22 So as such, the plan administrator should be in a
23 position we believe at this point to send notice and to
24 publish within 30 days of entry of the order as opposed to
25 the 90 days that the plan administrator proposes.

1 And in keeping with the same theme, the motion and
2 the proposed order do not address at all the timing of Phase
3 2. That is the time when the plan administrator will seek
4 additional relief from the Court.

5 Now, in discussion with the states, we've been
6 proposed -- and, Your Honor, let me step back. These were
7 9019 discussions, so I'm not going to discuss what was
8 proposed. What I would tell you, Your Honor, is that we do
9 not believe that there should be an open-ended process and
10 we believe that these procedures should be in place way
11 before -- or at least a motion should be filed almost
12 concurrently with the time that the proposed timelines for
13 the Phase 1 is supposed to expire. What we propose, Your
14 Honor -- Yes.

15 THE COURT: I'm sorry, go ahead, Mr. Rubenstein.
16 What's your proposal? Sorry.

17 MR. RUBENSTEIN: What we propose is that the plan
18 administrator should be in a position to file a motion no
19 later than 15 days after conclusion of that Phase 1 process.

20 Your Honor, they've had I would say at this point
21 well over a year to consider what process they were going to
22 consider. The plan administrator is asking for additional
23 time to do its due diligence, and we understand. But, Your
24 Honor, based on the states' vast experience with this
25 location process -- this is what they're expert in -- we are

1 comfortable that at the conclusion of the process, a
2 substantial portion of this \$113 million worth of unclaimed
3 funds is going to remain. And the process of going on to
4 Phase 2 should start much sooner than I guess I would say
5 the open-ended timeline that the Debtors have proposed in
6 their proposed order.

7 And, Your Honor, with respect to the substantive
8 issues that Mr. Singh has raised in terms of the steep --
9 you know, according to Mr. Singh, a steep climb that the
10 states will have in asserting their rights to the unclaimed
11 borrower funds, the only thing I would say at this point,
12 Your Honor, is that they are relying on two 1993 decisions
13 from the bankruptcy court level. There is a decision from
14 2018 in the Southern District of New York that -- I'm sorry,
15 in the Southern District of Texas that comes to the
16 completely opposite conclusion. And we understand this is
17 not the time to litigate this issue. And we do anticipate
18 that it could essentially reach the Second Circuit in light
19 of the dollars involved.

20 So we would impress upon Your Honor to shorten the
21 timeline and to get the ball rolling on Phase 2 sooner
22 rather than later. Thank you, Your Honor.

23 THE COURT: Mr. Rubenstein, it just strikes me,
24 one, that just as you're acknowledging that there are
25 significant legal issues that would need to be resolved if

1 you have to go into Phase 2. And it just seems to me that
2 after Phase 1, you want to have an opportunity to discuss
3 all of those things. Look, if what you're saying is -- if
4 what you believe or your clients believe might happen, which
5 is that this -- however well-intentioned the administrator
6 is in bringing this forward, in the end you're not going to
7 find a lot of people. I think that's what you're saying.
8 And there's going to be a lot of money left over and you're
9 going to have to fight about it eventually. Well, that
10 might impact how the parties agree to go about doing that.
11 It might give people an opportunity to kind of step back and
12 see if there is a better way to litigate it or a way to
13 litigate it in a way that you're able to do it in an
14 efficient and effective way.

15 But in any event, I understand what you're saying.
16 You'd like them to publish within 30 days, not 90, and you
17 would like there to be a firm deadline for the -- basically
18 for the end of Phase 1 and the beginning of Phase 2. Is
19 that a fair summary?

20 MR. RUBENSTEIN: Yes, Your Honor. That's a fair
21 summary. And I think that those discussions on Phase 2 can
22 begin proceeding far in advance of conclusion of Phase 1.

23 THE COURT: All right.

24 MR. RUBENSTEIN: And we're trying to -- and I
25 think the parties can work cooperatively to get that

1 accomplished. But right now the debtors have proposed an
2 open-ended process without a deadline to come to that Phase
3 2. And we would like that to begin much sooner than
4 actually no time that's currently proposed. Thank you, Your
5 Honor.

6 THE COURT: Okay. Thank you.

7 Are there any other state representatives who
8 would like to be heard on this matter?

9 MS. HAMILTON: Your Honor, this is Valerie
10 Hamilton on behalf of the New Jersey Unclaimed Property
11 Administrator. Mr. Singh is correct that we have resolved
12 our objection. But it's also based on the fact that we --
13 New Jersey had filed a proof of claim earlier that had been
14 expunged. That claim was expunged on the basis that -- in
15 part on the basis that there was no money, no evidence, and
16 they could not find any money that might be subject to the
17 claim. And because we are going to defer those issues,
18 we've entered into a consent order with the Debtor and the
19 GUC trustee to sort of defer whether or not that claim might
20 need to be revived. And I believe the Debtor has submitted
21 under Docket Number 3099 a notice of proposed order.

22 So I just wanted to reflect on the record that the
23 consent order is still pending, but based on this consent
24 order and the revised form of order that was submitted by
25 the plan administrator, that would resolve New Jersey's

1 objection.

2 THE COURT: All right. Thank you.

3 Is there anyone else, any other state
4 representative who would like to be heard?

5 MS. CROCKETT: Your Honor, this is Heather
6 Crockett on behalf of the State of Indiana.

7 THE COURT: All right.

8 MS. CROCKETT: With respect to our objection, what
9 Mr. Rubenstein from Loeb & Loeb mentioned about the
10 deadlines are (indiscernible). I wanted to let the Court
11 know that I have received authority just this morning to
12 withdraw our claim -- withdraw our objection at this point
13 based upon the reservation of rights for the Phase 2
14 portion, but we will not further object to the Phase 1
15 portion.

16 THE COURT: All right. Thank you very much.

17 Is there anyone else? Any other state
18 representative who would like to be heard?

19 MS. ARCHER: Your Honor, this is Alison Archer
20 from the Ohio Attorney General's Office appearing on behalf
21 of the Ohio Department of Commerce.

22 THE COURT: All right.

23 MS. ARCHER: So it sounds like my counterparts are
24 a little further along than we are. Ohio, to be honest,
25 until today still has reservations about the two-phase

1 process and we feel that it's unnecessary. I think, Your
2 Honor, after hearing what others have said today, if the
3 timeline were to be shortened, they may be agreeable to
4 waiting to giving the plan administrator that opportunity.

5 Our basic position is that Ohio has been
6 administering unclaimed funds for many decades and they are
7 a well-oiled machine and know how to distribute. The plan
8 administrator really only got us involved after they -- you
9 know, the plan has already -- Phase 1 has already been set
10 in motion. And we just believe the Debtor has an obligation
11 to comply with applicable and non-bankruptcy law. And Ohio
12 has reporting requirements that have not been complied with
13 for the past two years. Prior to that, the Debtor was
14 reporting significant unclaimed funds to Ohio and they were
15 able to identify those buyers with last known addresses in
16 the State of Ohio. So at the very least we think that the
17 Debtor should be -- or the plan administrator should be
18 required to comply with state law reporting requirements.

19 So that's where Ohio is at coming into this. We
20 still have the same objections that the other states have in
21 regard to the timeline, the reporting that is not being
22 done. And, frankly, we think the consulting with Georgeson
23 is just an unnecessary burden on the estate when the states
24 are already in a position to handle this procedure and
25 distribute these funds.

1 THE COURT: All right.

2 MS. ARCHER: Yeah. That's all, Your Honor.

3 THE COURT: All right. Thank you.

4 Any other state wish to be heard?

5 MS. LONG: Your Honor, this is Mary Long for the
6 Missouri State Treasurer's Office, Unclaimed Property
7 Division. Can you hear me all right?

8 THE COURT: I can. Thank you.

9 MS. LONG: Thank you, sir. I have to actually
10 echo what Ohio has said. Missouri also has taken the
11 position that the plan administrator is responsible for
12 complying with the applicable law. And in Missouri, we do
13 have a well-oiled machine and mechanism by which unclaimed
14 property is provided to the state. And we are very good at
15 finding people.

16 The revised order that the plan administrator
17 submitted under 3011 is a great step in the right direction.
18 However, it doesn't go far enough. Concerning issues for
19 Missouri, even in spite of all the information that's been
20 expressed to you today, center around, number one, the fact
21 that apparently there is at least \$2.3 million or \$2.7
22 million, as Mr. Singh stated, that could escheat that
23 apparently did not escheat. We don't currently have
24 information how much of that if any of it goes to Missouri.

25 We have had conversations with counsel at Weil.

1 They have been very professional and approachable, and we
2 are hopeful that they will provide the information that we
3 had discussed to them, which might alleviate a lot of
4 Missouri's concerns.

5 But a secondary issue is the fact that those
6 borrowers with unclaimed funds less than \$50 basically are
7 left out in the cold in this process in Missouri's view.
8 Missouri, however, does have an ability to reach those
9 individuals, and we don't time out after 180 days.

10 So going into this hearing, we did have
11 reservations. Based on the -- and we still have
12 reservations. But based on the recent information given to
13 this Court, Missouri may review, especially once it gets the
14 information from Debtor's counsel, and it may be more open
15 to withdrawing its objection if that timeline for Phase 2 --
16 and for the reasons really basically that Mr. Rubenstein
17 expressed so articulately.

18 That's all I have, Your Honor.

19 THE COURT: All right. Thank you. Anyone else
20 from the states like to be heard?

21 All right, there being no response, Mr. Singh, why
22 don't you --

23 MR. SINGH: Yes. Yes, Your Honor. I'll address
24 the comments. Thank you.

25 THE COURT: Thank you.

1 MR. SINGH: Again, Sunny Singh on behalf of the
2 plan administrator for the record.

3 Your Honor, I would make sort of -- I'll take them
4 in turn. There is the sort of request to shorten the notice
5 and the 180 day period altogether as I'm hearing. And then
6 separately there is the request I think to put a sort of
7 finite timeline with respect to when Phase 2 will kick off.

8 Let me address the first one. The plan
9 administrator is going to go as fast as possible. We put 90
10 days in there because there are many borrowers whose
11 addresses we still don't know. Your Honor, we need
12 Georgeson to go out and look. We thought that having a 90-
13 day cushion -- it's not like we're just going to sit on our
14 hands. I mean, we're ready to go here. We do have a
15 database. We've spent a lot of time and money already to
16 put this all together. And we didn't just do that so we'll
17 sit on our hands for 90 or 180 days and only start getting
18 the process going at the end.

19 You know, we thought this amount of time made a
20 lot of sense in terms of the volume that we have to deal
21 with. I mean, again, Judge, we're talking about 220,000
22 checks. More than 220,000 checks in 50 states and other
23 locations. I mean, this is not a simple endeavor, frankly.
24 I'm not even sure that 180 days is going to be enough. And
25 that's why we think it's totally inappropriate to require

1 the plan administrator to tie our hands and sort of force us
2 to a process.

3 I think, Your Honor, based upon the record in
4 these cases, you know, we appear before you all the time.
5 We take Your Honor's orders and these processes -- and I can
6 assure you and I think you know the plan administrator takes
7 its obligations very seriously. We are going to go as fast
8 as we can, but we need an amount of time so we're not in
9 violation of technical court orders because we haven't found
10 people or because, frankly, there is just a massive volume
11 of data and individuals that we need to find.

12 So I really -- you know, that's the reason we've
13 been rejecting shortening any of these periods, because all
14 they're going to do is create foot-faults, and we don't
15 think we need to impose those on ourselves because we intend
16 to go as fast as possible.

17 THE COURT: Well, let me ask you. I'm sorry to
18 interrupt you.

19 MR. SINGH: Yes, sure.

20 THE COURT: But let me just ask you, with respect
21 to -- so you're basically saying look, I want the 90 days.
22 I'm asking -- the plan administrator is asking for the 90
23 days just to -- out of an abundance of caution so that there
24 will be no default under the Court's order and that you'd
25 like the 180 days because that's a period you think you need

1 and you don't want to be tied to starting Phase 2. Is that
2 -- or were you headed to talking --

3 MR. SINGH: Yeah, that's right, Your Honor. So we
4 don't want to be -- you know, so look, during the 180-day
5 period we'll publish notice within 90 days. Look, if
6 theoretically people think it's more effective to do it on
7 display 45, I'm not really too bothered about publication of
8 notice. It's really the actual notice that we're going to
9 get out to folks when we can find and locate their address.
10 And that may take up to the full 180-day period. I mean,
11 we're sort of searching for these folks. We've got the
12 database, but now we need to -- we know who is entitled the
13 money, now we need to actually find them based upon the
14 expert work that Georgeson is going to do and work with the
15 plan administrator. So, you know, I'm not too fussed about
16 shortening the publication notice. We've just sort of tied
17 it together. It's really making sure that we get notice out
18 to the others. And that may take the full 180-day process.

19 And, Your Honor, we may be before you -- you know,
20 look, if we're having great success, it's quite possible --
21 I know that some of the states are saying this is going to
22 be a failure. The exact opposite could be happen. We could
23 be having great success and say to Your Honor, you know
24 what, we need another 60 days and file another motion before
25 you. I'm just not sure where this process is going to lead.

1 But I don't think anybody is prejudiced, for a
2 number of reasons. One, the money is not going anywhere,
3 right? The plan administrator has got the money. So
4 whether the states are going to be entitled to get this to
5 the borrowers at the end of the day or not, the money is not
6 going anywhere. The only difference is we're holding the
7 money instead of them, which goes back to my original point
8 about that it's totally inappropriate for the states to be
9 using this as part of their general pool of funds for -- you
10 know, unrelated to unclaimed property and why it should stay
11 with the plan administrator.

12 And the other point made about, well, there's no
13 sort of set date in stone of Phase 2, the money is not going
14 anywhere. We are here to listen. Nobody is saying that
15 we're not going to take calls or ignore them and provide
16 information. We're going to work with the states during
17 that process. We're going to report. We're not going to
18 report under the state's unclaimed property laws because we
19 don't think those are applicable. We think those are
20 preempted, and no state has shown you why that's not other
21 than to just say I want you to comply with my law. Well,
22 that's all well and good, but that's not the law in our
23 view.

24 We're going to file post effective date reports as
25 the plan administrator has been doing. Those will have

1 reporting on how we're doing in the process. If we can
2 provide -- you know, answer questions for states as we have
3 been doing, we will continue to do that. But we just don't
4 think, Your Honor, that it's appropriate to tie our hands to
5 go at any particular pace, to file a motion in Phase 2, 15
6 days after Phase 1 is done. Your Honor, after Phase 1 is
7 done, you know, I'm hopeful that we're not going to have to
8 file a motion and that maybe everybody can get together and
9 figure out a way to avoid a litigation. So, you know, why
10 should we start before -- to sit here today, well before we
11 know what the facts are going to look like, how we're going
12 to address the litigation. I mean, if people want to talk
13 to us about those issues during this and ideas they have,
14 again, we are here to listen. We're not trying to shut
15 folks out. But sort of forcing us to say, okay, you are
16 going to litigate this issue on X days after Phase 1, no
17 more extensions, Your Honor, I think is totally
18 inappropriate and unnecessary. To me it, again, raises
19 alarm bells in my mind as to is that really the best
20 interest of the borrowers or are now we talking about the
21 interest of the states and using these funds for other
22 purposes?

23 And, you know, if the states are well-oiled
24 machines as they say they are with respect to returning
25 funds, well, we're happy to hear about ideas on that, too.

1 So if they want to call us and say, look, this is what works
2 in our state, or this is what we do or, frankly, double down
3 the efforts and have the states looking for these people and
4 sending out their notices. The money is there. I mean,
5 once it's verified, the plan administrator will send the
6 cash out to the borrowers.

7 So again, Your Honor, for all these reasons I
8 really don't think that it's appropriate to tie the plan
9 administrator's hands at this point. Everybody knows where
10 the court is. If we're taking way too long, I'm sure
11 they'll file a motion or ask for a status conference and let
12 them be heard by you, Your Honor. But I don't think that,
13 you know, forcing the plan administrator to set in stone
14 today a date to litigate issues and shorten the amount of
15 period when we've got a massive amount of checks is
16 appropriate or required.

17 I think two other points I would make --

18 THE COURT: Wait, before you go there.

19 MR. SINGH: Yes. I'm sorry. Go ahead, Your
20 Honor.

21 THE COURT: That's all right. So you've got a
22 process where you're saying I need 180 days to get all this
23 stuff out to people, right? You know, this process should -
24 - I need that time. And at the end of that 180 days, I may
25 find that I've given away all the money. Not given it away,

1 found the borrowers, have been able to get the funds to them
2 or a substantial amount. And I need to have the flexibility
3 to sort of figure out how best to go to Phase 2, and I need
4 some time. And if these guys want to talk about it, we can
5 talk about it. And I don't mean to suggest you're being
6 very casual about this, but I think that's what you're
7 saying generally speaking.

8 MR. SINGH: Yes, Your Honor. Absolutely, yes.

9 THE COURT: All right. So why can't we build into
10 the process a mechanism that, one, you'll keep the states in
11 the loop with the various reports, but also that as you get
12 close to the end of the 180 days, you're going to -- you
13 know, we need to have some sort of a -- whether it's a
14 status conference, something so that people can understand
15 what the thought process is. And if you're then coming in
16 and saying I need another 200 days or whatever it is, you
17 know, people will have an opportunity to be heard. It won't
18 be -- nothing would be set in stone, but there would be an
19 opportunity and, frankly, a requirement that you'd continue
20 to do what I think you guys have been doing, which is
21 reaching out and talking to the states who want to talk to
22 you. And I think you've just said if there are ways that
23 you can do this in a collaborative manner, you'll do that.

24 But, look, I can appreciate from the states'
25 perspective. One, I mean, they understand the money's not

1 going any place. But I think there's -- and there are
2 difficult issues of preemption and tracing and all of the
3 things that you've outlined. They're certainly challenging
4 issues. But isn't there a way that we can do this so that
5 the Phase 2 isn't just -- is just sort of out there, that we
6 have something more concrete at least as far as coming in,
7 reporting, and making a proposal.

8 MR. SINGH: Yes, Your Honor. I think that is a
9 great suggestion. And as long as it's not tying our hands,
10 which I think what the states were suggesting, to litigate.

11 What I would suggest is, you know, we have the
12 quarterly reporting that's required by the plan. And I
13 think this is in our order. I need to just double check.
14 And if it's not, we can incorporate it. That we will
15 include in there an update regarding sort of what's happened
16 since the last report with respect to unclaimed property.
17 And also what I think would be appropriate, Your Honor, is
18 30 days after the 180-day period is complete that the order
19 requires a status conference with the Court where we will
20 report on the progress made and at least the plan
21 administrator's thinking with respect to sort of how to
22 proceed for that point on so that states know that at least
23 within 30 days there will be a discussion, as you said, Your
24 Honor, and a report by the plan administrator formally of
25 the thinking and the issues. But not a requirement, Judge,

1 to file a motion or some other pleading to actually commence
2 the litigation.

3 I mean, we may say at that 30 days, Your Honor,
4 that that's the right answer at this point and we've come to
5 that conclusion. But I just don't want to tie our hands
6 with respect to that. So if, Your Honor, that would make
7 sense to you, we would be happy to do that.

8 THE COURT: But I think it's got to be something
9 more to that. And by that I mean it would be -- what I'm
10 envisioning is there would be a status report. But what
11 you're going to indicate as part of the report is the nature
12 and the -- and you'll not disclose anything that's
13 confidential, of course -- but your discussions with the
14 states and your proposal or administrator's thinking is.
15 And I want it to be a situation where this is shared with
16 the states so the states have an opportunity when we get
17 together at the status conference to be fully informed
18 coming in so that they can meaningfully participate in that
19 type of conference. Do you have any problem with that?

20 MR. SINGH: No, Your Honor. What I would suggest
21 then is why don't we include something that says within 30
22 days of the completion of the 180 days. And we're going to
23 do this more formally. But we have a requirement to meet
24 and confer with any states that want to meet and confer with
25 us about Phase 2. And then following that 30 day meet and

1 confer, whether the next omnibus hearing is, you know, we'll
2 have a status conference where the states can be informed
3 and people can come in and air that out with Your Honor and
4 update the Court.

5 MR. COHEN: Your Honor, may I speak?

6 THE COURT: Who is this?

7 MR. COHEN: This is Marc Cohen at Loeb & Loeb in
8 Los Angeles, Your Honor, representing what Mr. Rubenstein
9 has defined as the states, the four states we're
10 representing.

11 THE COURT: Yes, please, go ahead.

12 MR. COHEN: So the way I read Your Honor's sort of
13 reasoned, Solomonic approach here is not necessarily
14 reflected by the plan administrator's Responses.

15 I think what the Court is saying is that we all
16 have the same goals here and that the Court would urge a
17 more collaborative approach, not tied to 30 days after 180
18 days or quarterly reports or things that are formal that
19 sounds really very much like litigation primed rather than
20 let's fix this problem. If we're trying to get the money
21 out to the borrowers and if it ultimately gets teed up that
22 a large amount of money is remaining, we'll figure out how
23 to proceed.

24 But I think in the meantime, whether it's the
25 notice period or what's happening during the 180-day period,

1 it's a relatively small universe of states who are taking an
2 interest in what's happening here, Your Honor. Why does it
3 have to be as formal as a status conference, which we should
4 have? But why can't we get regular reports? We've been
5 dealing pretty well, as was mentioned by someone. The Weil
6 team has been extremely professional and they've moved
7 things when they feel it's reasonable to move things. Why
8 can't we have a report -- not court-filed reports -- but
9 reports inter se between the plan administrator and
10 Georgeson on the one hand and the states that have an
11 interest in this on the other hand, say, every 30 days as to
12 what's happened, what's been discovered, what's remaining
13 out here, what are the next steps. That doesn't mean that
14 it's going to lead to some ex parte motion, but just letting
15 us know what's going on and not waiting six months and then
16 a status conference 30 days thereafter to find out what's
17 going on.

18 So I think if I'm reading the Judge right, you're
19 looking for something more collaborative than that since
20 we're all proceeding in good faith to try to get the monies
21 out to as many borrowers as possible.

22 THE COURT: Mr. Singh, why couldn't the plan
23 administrator put something like that together?

24 MR. SINGH: Your Honor, I think that's fine.
25 We'll provide an informal report on a confidential basis to

1 the various states and consumer representative and the ad
2 hoc group of term lenders about, you know, what happened in
3 the prior 30 days in terms of status and updates. And
4 again, you know, if people want to call us to talk about
5 those, that's fine. And in addition to that, I would still
6 say we're also happy and find to do what I outlined earlier,
7 which is to do a formal meet and confer within 30 days of
8 conclusion of the 180-day period just to sort of talk about
9 Phase 2 and then come to Your Honor right after that and
10 figure it all out. But that's not a problem, you know,
11 informal reporting from the plan administrator's
12 perspective.

13 THE COURT: All right. Mr. Cohen, that would
14 address your point?

15 MR. COHEN: I think so.

16 THE COURT: All right.

17 MR. COHEN: I mean, I don't really want to be a
18 nudge, but I think it does address it, yes.

19 THE COURT: Good. Thank you.

20 Ms. Archer, do you wish to be heard?

21 MS. ARCHER: Yes, please, Your Honor. Again, this
22 is Alison Archer on behalf of Ohio. I guess I kind of -- I
23 get the sense the wheels are already in motion for Phase 1
24 and that's the direction we're going. Although I just
25 wanted to state for the record that Ohio does believe that

1 it's unnecessary for the plan administrator to spend all
2 this time and resources searching for borrowers when we know
3 their last known address.

4 But if this is the way that it's going I -- there
5 was one other loose end that my client pointed out. In the
6 proposed order, the plan administrator reduced from claims
7 of \$100 down to claims under \$50 that there's going to be no
8 effort to locate those borrowers. And so from our
9 perspective, we're wondering why those funds couldn't be
10 turned over directly to the states to administer.

11 And again, this is not -- I mean, I kind of -- you
12 know, I do, I dispute that this is just a money grab on
13 behalf of the states. And to be honest, I question the plan
14 administrators' motivation behind keeping the funds and
15 taking on this burden when the states, again, are already
16 set up to handle this.

17 But, you know, regardless, so I guess that's the
18 loose end that I wanted to point out is the funds under \$50
19 that cumulatively obviously add up. If we're not
20 undertaking -- if the plan administrator is not taking any
21 effort to locate those, could those funds then be turned
22 over to the states to handle and administer.

23 THE COURT: Mr. Singh, what about that?

24 MR. SINGH: No, Your Honor. I don't think that
25 that's appropriate. And I don't want to -- I think it's

1 wrong to say we're not doing anything. We're not formally
2 going to send a notice and reach out -- and a lot of these
3 checks are for, you know, cents or -- you know, we've sort
4 of discussed with the plan administrator what are we talking
5 about here. And you're talking about I think it's over
6 40,000 checks or so for a de minimis amount. And we're not
7 going to not give people the money if somebody shows up and
8 says, you know, I saw the publication notice. And, frankly,
9 in a lot of situations, Judge, it could be very possible --
10 and we've discussed this with the plan administrator that,
11 you know, a check for a higher amount or a notice for a
12 higher amount goes out. They respond. We're going to
13 double-check the -- we're going to double-check the last --
14 you know, sort of the below 50 to see if they've got
15 anything else in there and sort of combine it and give it
16 back.

17 So it's not that we're not doing anything with
18 respect to the 50, it's that there's no affirmative notice.
19 Which I would note, by the way, Your Honor, is the same
20 threshold that applies in Ohio if you look at our chart,
21 which is the \$50 and whether they're going to go out
22 formally.

23 But, again, it puts the whole cart before the
24 horse. Those funds -- you know, in saying just give them to
25 Ohio or give them to the other states, they're assuming in

1 that statement that this is not property of the estate that
2 should be distributed to in accordance with the plan,
3 frankly, to the term loan lenders.

4 So, again, I don't think that's appropriate. And
5 if they want to have some sort of ruling earlier with
6 respect to the \$50 or below, I don't think it would be
7 appropriate or necessary, but they're free to file a motion,
8 meet their burden, and say we should get those funds. But
9 you don't get to just come in and ask for that.

10 THE COURT: Hold it, hold it. Wait, wait, wait.
11 Mr. Singh.

12 MR. SINGH: yes, Your Honor.

13 THE COURT: Wouldn't that then bring the whole
14 issue, the preemption and everything else before the Court?

15 MR. SINGH: Yeah, that's sort of my whole point,
16 Judge, is that's why we should wait on the 50. But if
17 people are saying, hey, we want to litigate that sooner. I
18 don't want to do that, Your Honor. I don't think it's
19 appropriate. But that's my point. By saying today give me
20 the below \$50, they are bringing those issues to be forced
21 to litigate.

22 THE COURT: I understand. All right. Is there
23 anyone else who would like to be heard? Okay.

24 This is how I would like to proceed with respect
25 to this matter. I do believe that under the plan, the plan

1 administrator has an obligation to do this and to seek out
2 the borrowers who may have a right to the unclaimed funds.
3 And I am prepared to authorize the Phase 1 as Mr. Singh --
4 not Mr. Singh -- as the plan administrator has laid out and
5 as reflected in the modified procedures.

6 As to the below \$50, while I understand the point
7 that Mr. Archer is raising, I am not going to direct the
8 plan administrator to turn over those funds, principally
9 because it would just bring forward and put in front of us
10 the issues, which, again, I think are potentially
11 complicated. And I think it would defeat the purpose at
12 least at this point in moving this process forward.

13 So, most respectfully, I am overruling those
14 objections. And to the extent that there was a request that
15 I direct the plan administrator to deliver the funds
16 associated with the below \$50 claims, I most respectfully
17 deny the request.

18 What I would direct is, Mr. Singh, for you to work
19 with Mr. Cohen and his colleagues and the other
20 representatives of the other states, the states not
21 represented by Mr. Cohen and Mr. Rubenstein and their
22 colleagues, to work on language that should be put into the
23 order authorizing this process directly addressing the
24 reporting as you have outlined on the record and I think
25 which is consistent with what Mr. Cohen was asking for.

1 And what I would ask you to do is to then check
2 with Ms. Rodriguez so that we can then figure out what the
3 date for the status conference should be and we can work
4 from there.

5 So the bottom line is I'm granting your motion to
6 the extent -- granting your motion in modified form as I've
7 set forth on the record today. Does anyone have any
8 questions? All right then --

9 MS. WALSH: Your Honor --

10 THE COURT: I'm sorry.

11 MS. WALSH: I'm sorry. Hi, this is Kaitlin Walsh
12 from Mintz Levin on behalf of the Commonwealth of
13 Massachusetts. Just one comment. We would just request
14 that we would be included in those negotiations for that
15 language regarding the reporting.

16 THE COURT: Anyone on the call or any other taxing
17 authority that wants to be part of it, Mr. Singh, you will
18 welcome them into the group, correct?

19 MR. SINGH: Of course, Your Honor. Anybody --
20 what we'll do is prepare a revised form of order and share
21 it with all parties who responded, whether they withdrew
22 their objection (indiscernible) or not. Of course, to let
23 the party look at it.

24 THE COURT: All right, thank you. I think that's
25 fine. That addresses your concern, Ms. Walsh?

1 MS. WALSH: Yes. Thank you, Your Honor. Yes,
2 thank you.

3 THE COURT: All right, great. Sure.

4 Okay. So, Mr. Singh, I think that we have
5 addressed this aspect of the matters on our first contested
6 matter?

7 MR. SINGH: Yes, Your Honor.

8 THE COURT: Is there anything else we need to --

9 MR. SINGH: No, not with respect to that, Your
10 Honor. I don't know if the states -- if you'd like to
11 excuse them or if anybody wants to stay on --

12 THE COURT: Yeah. I was just going to say, you're
13 all -- the states and others who had an interest in this
14 matter are welcome to stay on the call. But if you so
15 choose, you are free to exit. Thank you very much.

16 All right, thank you.

17 MR. SINGH: Okay. Thank you, Your Honor. That
18 takes us then to the plan administrator's 32nd Omnibus
19 Objection with respect to Ms. Dolores Yee

20 . That's matter number 25. My colleague Angeline
21 Hwang, who is on the line, is going to handle that
22 objection, Your Honor.

23 THE COURT: All right, thank you.

24 MS. HWANG: Good afternoon, Your Honor. Angeline
25 Hwang, Weil Gotshal & Manges on behalf of the plan

1 administrator. So as Mr. Singh said, Number 25 on the
2 agenda is the 32nd Omnibus Objection with respect to Ms.
3 Dolores Yee's claim.

4 Ms. Yee filed a response at ECF 1905 and the joint
5 reply of the plan administrator and the consumer
6 representative was filed at ECF 3070.

7 We did notify Ms. Yee that her claims will be
8 heard today and provided her with the instructions on how to
9 appear telephonically. But as Your Honor may be aware, Ms.
10 Yee filed a notice of non-appearance at ECF 3083. So I
11 believe she will not be appearing today.

12 THE COURT: All right. Yes, I am aware of that.
13 So you may proceed.

14 MS. HWANG: Thank you, Your Honor. I'll try to
15 keep it short. So Ms. Yee filed two claims in these cases,
16 Claim Number 1584 and Claim Number 20292, asserting in the
17 aggregate a little over \$1.1 million as secured, priority
18 and administrative expenses.

19 In the first instance, we believe these claims are
20 barred by the doctrine of res judicata. As we laid out in
21 our papers, Ms. Yee has a long history of litigating
22 essentially the same allegations under the same set of
23 facts, and multiple course have considered the merits of her
24 claims and ruled against her.

25 In all litigation, Ms. Yee did not contest the

1 fact that she failed to make payment on her mortgage, which
2 led to the ultimate foreclosure of the property. And the
3 primary basis for her claims was that she believed the
4 various parties that were involved did not have standing to
5 foreclose on the property. Her claims seem to have borne
6 out by the fact that she does not understand the rules of
7 Ditech's Specialized Loan Servicing and Select Portfolio
8 Servicing. These parties were all at one point servicer of
9 Ms. Yee's mortgage. As we detailed in our papers,
10 Specialized Loan Servicing was the servicer in 2012 that
11 issued the notice of default and intent to foreclose. In
12 2014, Ditech became the servicer of the mortgage, and in
13 2017 the servicing was transferred from Ditech to Select
14 portfolio.

15 In the various litigation actions, the servicer at
16 the time on behalf of the Trust Bank of New York Mellon,
17 which held the beneficial interest in the deed of trust
18 securing the mortgage acted as the attorney-in-fact. All
19 actions did not survive a motion to dismiss and all appeals
20 were also dismissed as well.

21 In the two bankruptcy cases that Ms. Yee filed,
22 Ms. Yee objected to the claims filed by the servicer at the
23 time based on the same lack of standing argument, and those
24 objections were overruled.

25 As noted by the district court of the Northern

1 District of California, Ms. Yee occupied the property
2 without payment for more than six years and attempted to
3 avoid foreclosure through nonstop multijurisdictional
4 litigation.

5 Therefore, on that basis alone we believe Your
6 Honor can and should expunge the claims in their entirety.
7 However, we believe the claims can also be expunged because
8 Ms. Yee has failed to sufficiently plead facts supporting a
9 plausible claim.

10 As noted earlier, Ditech was the servicer of the
11 mortgage from 2014 to 2017. Due to the multiple litigation
12 and appeals commenced by Ms. Yee, the actual foreclosure did
13 not occur until late 2019, after the servicing had been
14 turned over to Select Portfolio. So Ditech was not the
15 entity that ultimately foreclosed on the property. And
16 therefore, any claims regarding improper foreclosure do not
17 lie with Ditech, but the other servicer or the successor
18 servicer.

19 Further, with respect to the asserted
20 administrative expense claims, Ms. Yee does not state any
21 basis for the claim whatsoever in her papers.

22 If the claims are not expunged in entirety, the
23 plan administrator believes the claims should be
24 reclassified as unsecured consumer creditor claims subject
25 to further determination of their status as Section 363(o)

1 claims and any recovery should be limited to the consumer
2 creditor reserve.

3 Unless Your Honor has any questions, we
4 respectfully request that the claims be expunged.

5 THE COURT: I do not have any questions. I had an
6 opportunity to review all of the papers that have been
7 submitted in connection with this motion. I note that as
8 counsel has set forth, and it is fully set forth in the
9 papers, the claims that are being asserted have been the
10 subject of litigation, extensive litigation leading up to
11 commencement of these cases. I think based upon the
12 undisputed facts that are set forth in basically laying out
13 the litigation, the various rulings of the courts, the plan
14 administrator has demonstrated Ms. Yee is barred by
15 (indiscernible) the doctrines of collateral estoppel and res
16 judicata from asserting these claims. And for that reason,
17 the claims should be expunged.

18 In addition, as Counsel has indicated, Ms. Yee is
19 not able to state a plausible claim. And as such, the claim
20 should be expunged by application of Rule 12(b)(6) of the
21 Federal Rules of Civil Procedure.

22 And finally, the administrative expense claim
23 should be expunged, that portion of the claims that should
24 be expunged, the administrative expense portion should be
25 expunged because the Debtor -- excuse me -- Ms. Yee has

1 failed to state any basis for that claim. So based upon my
2 review of the papers, I find that the plan administrator's
3 objection to the claim should be sustained. The claim
4 should be expunged. And you will please submit an order to
5 that effect.

6 MS. HWANG: Thank you, Your Honor. We'll do so.

7 THE COURT: Thank you.

8 MS. HWANG: Now I'll cede the podium to my
9 colleague, Mr. Singh, for the 26th item on the agenda.

10 THE COURT: All right.

11 MR. SINGH: Your Honor, thank you. Again, Sunny
12 Singh, Weil Gotshal, on behalf of the plan administrator.
13 Next is the plan administrator's 15th omnibus objection
14 solely as it relates to various claims filed by Mr. Richard
15 Phelps.

16 Your Honor, I would note that I think Mr. Phelps
17 is on the line today and appeared. So I can briefly
18 summarize --

19 MR. PHELPS: I am here.

20 MR. SINGH: Thank you, Mr. Phelps.

21 Your Honor, I can briefly just summarize the plan
22 administrator's position, and of course Mr. Phelps can be
23 heard.

24 Your Honor, these are seven claims asserting
25 \$600,000 each, so totaling \$4.2 million in the aggregate.

1 We don't believe that the claims and the papers filed raise
2 any basis, supportable basis for a legal cause of action,
3 and they certainly don't allege why the claims are secured
4 as against the Debtors.

5 These all relate to a reverse mortgage that was
6 serviced formally by the Debtor, RMS. And we think there's
7 essentially four arguments raised in the papers as to why
8 there may be a claim against RMS.

9 One, that RMS acted improperly when it prohibited
10 the Claimant from participating in the state tax deferral
11 program. As we've outlined in the papers and is clear from
12 the documents governing the loan, that program created a
13 lien in favor of the state for unpaid taxes, which is a
14 violation of the mortgage. So, you know, the plan -- excuse
15 me, RMS as the servicer took appropriate action as it was
16 permitted to do to make the payment and add the tax paid on
17 behalf of the claimant to the balance.

18 In addition, the claimant argues that the funds or
19 certain funds, you know, sort of costs that were incurred in
20 connection with foreclosure were not lent or transferred to
21 the claimant, but they did increase the mortgage balance.
22 Again, costs relating to foreclosure are allowed to be
23 included in the principal balance per the loan documents, so
24 we don't think that was inappropriate.

25 Third, the claimant alleges that RMS acted

1 improperly by transferring the mortgage to another servicer.
2 Again, Your Honor, this is permitted by the mortgage in
3 accordance with the documents and the HUD program in
4 particular. Your Honor, once the mortgage and ratio to the
5 balance of the loan to the value of the property reaches a
6 certain point, it can be assigned to HUD and their
7 servicers, which is what happened here in accordance with
8 the agreement.

9 And then finally, Your Honor, I think there's just
10 a general allegation, although nothing specific, that RMS
11 was acting improperly to collect its debt. We don't believe
12 that there is any basis to support that or anything rising
13 to the level of wrongdoing or a claim.

14 And, Your Honor, I would just finally note,
15 similar to the last claim, that you were addressing, you
16 know, even if there was any basis here with respect to the
17 claim as to the merits certainly is not a secured
18 administrative or priority claim, and at the very least
19 should be recharacterized so that the plan administrator
20 doesn't need to reserve for, you know, \$4.2 million of
21 asserted secured claims. You know, the property secures not
22 the claimant's claims against RMS, but quite the opposite.
23 Your Honor, RMS -- or I should really say no longer RMS, but
24 the existing lender's claims against the borrower.

25 So, Your Honor, unless you have any questions,

1 that summarizes our position.

2 THE COURT: Okay, thank you. I do not have any
3 questions.

4 Mr. Phelps, do you wish to be heard?

5 MS. PHELPS: Yes, sir. Yes, Your Honor. I'll be
6 86 in September. And my day job for 22 years was selling
7 calculators back in the sixties through the early eighties
8 to financial institutions.

9 I took a reverse mortgage because 9/11 kind of
10 wiped me out. And I'm living on social security and a
11 little bit of retirement. So in dealing with RMS, I, you
12 know, had a really good relationship. I talked to two
13 different people, asked permission to take the Texas tax
14 deferral, and was given permission to do that. There was a
15 balance because they had gone online and paid my taxes that
16 I was in arrears because the property that is in the reverse
17 mortgage is one acre, and there was two-and-a-half acres
18 that hadn't been paid, and I overlooked that. To make a
19 long story longer, they gave me permission, and there was a
20 balance there that I owed RMS to pay it off. But they also
21 gave me permission -- and they gave me -- you know, there is
22 evidence there that shows that they sent me a payment book.
23 And so that was around \$150 or \$160, whatever it was. And
24 so then when they gave me permission to do the reverse
25 mortgage, I said, well, since I'm not ever going to have to

1 pay taxes again, can I spread this out over a two-year
2 period. And they gave me permission to do that. So that
3 reduced my monthly payment to them to pay this off to
4 \$77.63.

5 And what they did, and I think very well planned,
6 was they let that ride for a long period of time, maybe a
7 year or so. Because they gave me two years to pay it off.
8 And then one day I got a call from a lady by the name of Ms.
9 Fisher, said she was my -- I guess my customer agent. And
10 we had a really nice visit. And towards the end of the
11 visit, I said, Ms. Fisher, I want to thank you for helping
12 this senior, you know, with my cashflow and my taxes. And
13 she said, what do you mean. And I said, well, you let me
14 get into the Texas tax deferral for seniors. And she said,
15 you can't do that. And you don't forget conversations like
16 this. And I said, wow, okay. And she hung up.

17 And so I called the two people that had given me
18 permission. They said don't worry about it, it's two
19 against one. And I said, well, I am worried about it. So
20 then they let it ride, and I decided not to worry about it I
21 guess. And then all of the sudden it's over, you know,
22 \$2,600 and they want it all paid immediately. And I was
23 able to negotiate with Tanya Williams (indiscernible) to pay
24 it off at \$334, which was my very limited social security
25 income. And I was able to get that paid off. So now

1 they're all paid.

2 But in the meantime while that balance existed, I
3 got telephone calls, I had people walking onto the property.
4 Each time they were on the property with the exception of
5 one time, and you have all this evidence, there wasn't a car
6 there. One time I was gone. My wife called me and said
7 there's people on the property. The second time she had the
8 car and I was trying to take a nap, and there's two guys
9 walking around my back yard. And I'm going, you know, what
10 are you doing there. Oh, well, we're here from Reverse
11 Mortgage Solutions because you defaulted. And that's not to
12 mention the paper work I got that said you can walk away
13 from the property, et cetera, et cetera.

14 As a holder of this type of loan and a problem,
15 and you know you're being treated wrong. But an attorney
16 won't take the case because you can't show loss of income.
17 So you're stuck with this. I have accumulated ten years of
18 this abuse. They charged my account for \$1,700 when they
19 thought they were repo-ing it. And the appraiser came out
20 and he said normally we do these for \$500, \$300 to \$500, get
21 it appraised. And he said all I'm doing is reverse mortgage
22 appraisals. He said I'm really worried about our seniors.
23 And I said, well, so am I.

24 And so I appreciate the Court taking this
25 evidence, looking at it. I can assure you that it's real.

1 I'm in the trenches. I've listened to this other testimony.
2 I've had so much of this stuff coming through here. And
3 everybody and all the money that's involved is, you know,
4 has lost track of this program. This program was intended
5 to help seniors, you know, live out their lives. And when
6 it started it was like \$20,000, \$30,000 homes to help
7 seniors stay in their homes.

8 I have a good friend in the business that does
9 reverse mortgages in New Orleans. And poor people or people
10 with low incomes, if you see ads now, they won't touch a
11 piece of property for less than at least maybe \$300,000 to
12 \$350,000.

13 I was abused. I'm a heart patient. It put me
14 into AFib. But I'm kind of a fighter. And there's right
15 and there's wrong. And I remember the appraiser saying, you
16 know, I'm worried about this. This is all I'm doing. And
17 I've listened to all this other testimony about funds and
18 unclaimed and that. And this program shouldn't be in the
19 private sector. I took a loan license. I had cards printed
20 to advise people. I believe in the reverse mortgages. But
21 in the private sector where there's so much greed, it's not
22 working. And if it were administered by the Social
23 Security, which I hate to say because I've always been a
24 commission, independent person. But it needs to be taken
25 out of the private sector. They abuse it.

1 They've -- you know, they transferred my mortgage.
2 As soon as they transferred to the other company and I
3 checked them out, they have an F rating by the Better
4 Business Bureau because when people want to settle their
5 loans, they don't settle them. And in a reverse mortgage,
6 the interest and profit to the company continues to
7 accumulate. And so the customer down in the ditch that's
8 being shot at, he's being abused. And unless you're in that
9 \$300,000 sector -- and I don't know anything about the
10 checks because I didn't get a check. I had to pay money to
11 get into a reverse mortgage just to stay in my property. So
12 I don't receive any income from that. So I'm glad I'm not
13 in that.

14 But having said that and appreciating the
15 opportunity to speak for seniors that I know, thank you very
16 much, sir.

17 THE COURT: Mr. Singh?

18 MR. SINGH: Thank you, Your Honor. I don't have
19 anything further to add than what's been said and what's in
20 our papers.

21 THE COURT: Now Mr. Phelps, what is the evidence
22 that you have that relates to what you understood -- telling
23 you as far as your taxes and the deferral program?

24 MR. PHELPS: Well, I have my two payments here.
25 And I've sent you everything that was involved because

1 assuming Ms. Fisher hung up, I started keeping track of
2 everything.

3 THE COURT: All right. Well, I have gone through
4 the papers. And it's clear that you have filed the seven
5 claims at the \$600,000 per claim for a total of \$4.2 million
6 and that you are asserting that they are secured claims.

7 Now earlier, and there was a third omnibus
8 objection to claims, and the first two of your claims,
9 Claims Number 2004 and 2005 were expunged, but they were
10 expunged on the basis that the claims had been amended and
11 superseded by the remaining claims, the remaining five
12 claims. Those are the claims that are at issue here.

13 As I -- (indiscernible) -- and I think the plan
14 administrator I think summarized them fairly taking
15 principally four arguments for your claim. And the first is
16 that you signed up for the tax deferral program with RMS's
17 consent, and that RMS acted improperly, when RMS paid
18 property taxes on the -- your behalf, that were deferred
19 under the tax deferral program.

20 The documents that have been submitted in support
21 of your contention don't support the -- your assertion that
22 RMS had consented entry into the tax deferral program. And
23 the --

24 MR. SINGH: No, Your Honor. I'm sorry, go ahead.
25 I'm sorry.

1 THE COURT: I'm trying to issue a ruling here, and
2 if you have some questions when I'm done --

3 MR. SINGH: Okay.

4 THE COURT: -- I'm happy to hear from you, so
5 thank you. And you have a deed of trust. The deed of trust
6 prohibits the -- you from participating in a tax deferral
7 program, if the program creates a lien on the property.

8 And under the program, under the tax deferral
9 program that you participated in, there is in fact a lien
10 that arises on the property. And so, based on the documents
11 that you've submitted, it shows that the deed of trust bars
12 you from participating in the tax deferral program.

13 The other thing is, the -- there is a letter in
14 the record that shows that RMS sent you a letter, that in
15 that letter, RMS explained that under the terms of the deed
16 of trust, that (indiscernible) participate in the tax
17 deferral program.

18 And so, the contention that RMS prohibited you
19 from participating in the tax deferral program, most
20 respectfully, I don't think you've demonstrated that. I
21 don't think you've demonstrated that you could assert facts
22 that support that because it's deed of trust that expressly
23 allows the lenders to pay property taxes if the Claimant
24 fails to do so, and to add the amounts paid to the
25 outstanding balance of the amounts owed.

1 And that RMS didn't prohibit you from
2 participating in the tax deferral program based upon the
3 deed of trust. And the agreement and the papers to execute
4 it when you got the reverse mortgage, you were prohibited
5 from doing that.

6 So based upon that and in assessing this as I am,
7 whether or not your claim, you've demonstrated that you
8 could be successful, that you have a claim that is a
9 plausible claim and one that could be asserted plausibly
10 before the Court, as far as that aspect of your argument,
11 most respectfully, I find that you haven't demonstrated
12 that.

13 The next issue that I see is whether you, Mr.
14 Phelps, can demonstrate that RMS improperly increased the
15 balance on the reverse mortgage without distributing funds
16 that -- funds to you. And you know, on this as well, I
17 think the documents that have been -- that you have
18 submitted demonstrate -- most respectfully demonstrate that
19 that's not correct.

20 Included in the documents that you've submitted is
21 an annual year-end statement for the year ending December
22 31, 2018. That's with your proof of claim number 2361. And
23 that statement, the 2018 statement shows that charges
24 described as the total principle amount to be paid to the
25 mortgager borrower in the amount of (indiscernible) dollars

1 consisting of appraisal fees of \$1,125 inspection fees of
2 \$220 and other charges of \$385, those are default related
3 expenses incurred by RMS.

4 And RMS, the deed of trust expressly authorizes
5 RMS to take reasonable actions to preserve the value of the
6 property and to add those expenses to the principle balance
7 of the reverse mortgage. So that -- what we're talking
8 about there are expenses that RMS incurred.

9 And as under the agreement, the deed of trust, RMS
10 was entitled to add that to the balance of the reverse
11 mortgage. You also contend, as in your papers, and as you
12 argued this afternoon, that RMS transferred the balance --
13 the servicing of your reverse mortgage to NOVAD, and that is
14 a servicer with an (indiscernible) from the Better Business
15 Bureau.

16 And you contend that NOVAD would or has or will
17 make your life more stressful, and that NOVAD does not close
18 out reverse mortgage loans to allow interest on such loans
19 to grow, that that's part of what you see their strategy to
20 be.

21 Now first, there aren't any facts to support what
22 you're saying. And so, a lot of what you're arguing is
23 somewhat -- is speculative. But the other issue, and I
24 think the one that's more problematic most respectfully for
25 you is that RMS was well within its rights to transfer the

1 reverse mortgage to HUD.

2 And that's because the loan balance which had
3 arisen to \$203,021.19 was one -- 101.43 percent of the
4 maximum amount of the claim allowed under the deed of trust
5 and the reverse mortgage. And as such, the RMS was in its
6 rights to transfer the mortgage to HUD. And it's HUD that
7 retained, to act as the servicer.

8 So there, again, most respectfully, I don't find
9 any merit and don't believe that you could plausibly assert
10 a claim that the RMS acted improperly when it transferred
11 the -- when it reached out to HUD. And under the papers,
12 (indiscernible) exercise its rights to transfer the mortgage
13 to HUD and then HUD did what it did, and argue that RMS has
14 harassed you.

15 And as you had indicated, there are people who
16 were on your property, and that you recalled 15 times, at
17 least 15 times to collect the debt. And it appears that
18 these calls were made between June the 14th, 2016 and
19 February 14, 2017. That's about roughly an eight month
20 period.

21 Now we know that Congress enacted the Fair Debt
22 Collection Practices Act to protect consumers from abusive
23 collection practices. And you believe that you're a victim
24 of that. And what you need to be able to demonstrate is
25 that the RMS was acting as like an -- as a debt collector,

1 that they sought to collect a debt from you, and that they
2 did so in violation of the Fair Debt Collection Practices
3 Act.

4 And most respectfully, I think assuming what you
5 have put forward here in your arguments, I don't think you
6 can state a plausible claim that they have done that. And
7 so, most respectfully, I don't find any merit to that aspect
8 of your argument.

9 Now you also asked, you've made in your papers and
10 offered to settle the -- or your five claims, the five
11 remaining claims for a payment you propose is that you'd be
12 -- the RMS pay you \$500,000 and provide you with clear title
13 to your residence within 90 days.

14 Now the plan administrator indicates in its reply
15 that they've considered the offer and they don't believe
16 that it is in the best interest of the estate or its
17 creditors to accept the offer. And from their perspective,
18 the -- they argue that the offer is arbitrary and that it
19 doesn't reflect any reasoned damages, damage calculations
20 from the Claimant.

21 It's within their discretion to determine whether
22 or not to pursue a potential settlement of the matter. The
23 plan administrator has determined that it will not do so. I
24 frankly, based on the evidence here, I don't think there's
25 an error on the part of the plan administrator in coming to

1 that conclusion.

2 So Mr. Phelps, based upon my review of your papers
3 and the applicable law, I most respectfully am going to
4 sustain the objections to the claims that the plan
5 administrator has made. And I am directing that the -- your
6 five claims, the five remaining claims be expunged. And
7 that is my ruling.

8 MR. PHELPS: Well, sir, you asked for evidence. I
9 have printed out statements with RMS for the payments of the
10 tax thing. And we wouldn't have entered into that without,
11 you know, we're on a telephone. This is -- you try to cross
12 your I's and your T's before you get it in writing.

13 I cross my I's and my T's and I have it in writing
14 with these payments. And then, I have it where they refused
15 to take a check while I'm in the middle of this payout.
16 Wow. You know, I can understand why people, you know, are
17 afraid to reverse mortgages now. But so you're saying that
18 there's no settlement involved here at all?

19 THE COURT: That's correct. I'm saying that they
20 have not opted to engage in that. I don't have the
21 authority to direct them to do that. And based upon the
22 facts as I understand them and as I have reviewed on the
23 record, I don't believe that there would be a basis for them
24 to enter into that proposed settlement. So most
25 respectfully --

1 MR. PHELPS: Yes sir, Your Honor, yes. I just --
2 why would I -- I've got a collection of 10 years of
3 documentation. And it's, you know, I've written up there.
4 I don't have an attorney because they don't show laws, but
5 if you can't see harassment and a person out here trying to
6 control their budget and being abused because of it, you
7 know, then the seniors in this country are in big trouble
8 because the appraiser who came out said that that was all he
9 was doing was re-pulling reverse mortgage property. And if
10 just --

11 THE COURT: All right. Mr. Phelps, most
12 respectfully, I understand that and you had mentioned that
13 before. I considered that in formulating my ruling. And
14 so, again, most respectfully, I am going to sustain the
15 objection to the claims and expunge your claims.

16 MR. PHELPS: Wow.

17 THE COURT: And Mr. Singh, I would ask Mr. Singh
18 that you would please settle the order so that Mr. Phelps
19 has an opportunity to review it before it gets to me, okay?

20 MR. SINGH: Yes, Your Honor. Certainly.

21 THE COURT: All right, thank you. Mr. Phelps,
22 thank you very much for calling in.

23 MR. PHELPS: Yes, thank you, Your Honor.

24 THE COURT: All right. Mr. Singh?

25 MR. SINGH: Yes, Your Honor. So that takes us

1 next to the next tested matter, which I think is a recovery
2 trust motion, Item Number 27 of the agenda. So I'll turn it
3 over to the Pachulski firm.

4 THE COURT: Thank you.

5 MR. KAHN: Hello, Your Honor. This is Steve Kahn
6 of Pachulski Stang Ziehl & Jones for the GUC Trust on
7 Numbers 27 and 28. And can the Court hear me all right?

8 THE COURT: Yes, I can. Thank you very much.

9 MR. KAHN: Okay, thank you. My computer's been
10 going in and out and I wasn't sure. Item 27 is the GUC
11 Trust objection to classify the proof of claim of the Geary
12 Class Action Plaintiffs as a consumer creditor claim. In
13 response to that at Number 28, the consumer trustee filed a
14 response at a cross motion to classify that same claim as a
15 general unsecured claim, so those -- these two matters are
16 in essence one.

17 And I don't want to repeat all that's in our
18 moving papers and in our reply, but that all of the
19 Claimants within the Geary Class Action are consumers who
20 granted security interests and property to secure debts
21 either originated, service consolidated or owned by the
22 Debtors and include 36b30 claims.

23 Now the Debtors are the ones who drafted the plan,
24 and drafted the definition of capital B Borrower in their
25 proposed second amended plan, and again, the same definition

1 in the third amended plan, which was ultimately confirmed.

2 And subsequent to that, consistently treated the
3 Geary Class Action claim as a consumer creditor claim in
4 their confirmation briefs in support of the second amended
5 plan and the third amended plan.

6 And you even went so far in their confirmation
7 brief as to the third amended plan, to do an entire analysis
8 as to feasibility of that plan in funds available from the
9 consumer creditor trust for 363(o) claims that get paid at
10 100 cents prior to distributions to other consumer creditor
11 claims.

12 The problem or why we're here is there was no
13 definition of the term mortgage used in the definition of
14 borrowers. And that definition is any individual as of the
15 commencement date who's current or former mortgage loan or
16 reverse mortgage was originated, sold, consolidated or owned
17 by one of the Debtors.

18 With that definition, the Debtors, as I said,
19 consistently have treated the Geary Class Action claim as a
20 consumer creditor claim. And it was clearly the intent of
21 the plan to provide separate treatment to individual
22 borrowers and to separate them out from other general
23 unsecured claims or the claims of people in the business of
24 creating and servicing mortgages.

25 Now whether it's a car loan borrower or a home

1 borrower, those consumers suffered the same harm from the
2 Debtors alleged (indiscernible). And there's no logical
3 reason to exclude them at this time. And it would violate
4 the spirit and the intent of the plan.

5 And I'll address also here our arguments in
6 opposition to the counter motion filed by the Consumer
7 Trustee. And you know, it's clear that the plan should be
8 interpreted as would a contract, not a statute, as advanced
9 by the Consumer Trustee.

10 And this Court itself has held even in this case
11 that a plan is akin to a contract. And here are several
12 cases also, you know, stating that the rules of
13 interpretation should therefore be that of a contract.
14 Under New York law, the cardinal principle for construction
15 and interpretation of contracts is that the intention of the
16 parties should control in that Courts should interpret
17 contracts to effect the general purpose of the contract.

18 With that in mind, I think the only sustainable
19 interpretation of the undefined term mortgage, which
20 comports with what Black's Law Dictionary has as its
21 principle definition of a mortgage should prevail in that
22 the class action, Geary Class Action should be deemed a
23 consumer creditor claim.

24 And you know, it can't be ignored that at least 99
25 percent of the class members were (indiscernible) borrowers,

1 which our trust can simply not adjudicate. So we -- for all
2 those reasons, I think the objection should be sustained and
3 the cross motion should be denied.

4 THE COURT: All right. Right. Mr. Levin? I'm
5 sorry. Is Mr. Levin there?

6 MR. LEVIN: Your Honor, I was and on mute. I
7 apologize for that.

8 THE COURT: Okay. I think -- yes, okay. You
9 don't -- you'd like to respond, I trust.

10 MR. LEVIN: Yes, I would, but I understand that
11 Mr. Nobile, who represents the Gearys is on the line also
12 and he filed papers in support of the GUC Trustee's motion.
13 So if he would like to go, he should go before I do.

14 THE COURT: All right, thank you. Mr. Nobile?

15 MR. NOBILE: Your Honor -- excuse me, Your Honor,
16 this is Jim Nobile. Can you hear me okay?

17 THE COURT: Yes, Mr. Nobile. I can. Thank you.

18 MR. NOBILE: Okay, thank you. Our position, Your
19 Honor, has been outlined in our papers, and largely it's in
20 opposition to the consumer representative's motion to
21 reclassify our claim as a general unsecured claim. I don't
22 have a significant amount more to add than what Mr. Kahn
23 already argued, and other than what was stated in our
24 papers.

25 I would also point, in addition to those

1 arguments, to the terminology in the plan itself as the plan
2 being the controlling document. And that's -- I'm referring
3 to Document Number 1404-1 at Page 17 or Page 22 of 82,
4 depending upon how you look at it.

5 And in that document, the plan controls. Yes,
6 there is some difference between the plan or conflict
7 between the plan and other documents with perhaps the
8 possible exception of the confirming order or where relevant
9 the Debtor in possession order.

10 And in looking over the Debtor in possession
11 order, we could discern no conflict with what the plan
12 stated. So with that additional argument, Your Honor, we, I
13 wouldn't say support any attempt to reclassify from either
14 trust. We're sort of in a pickle, I think both trusts are
15 pointing to the other as to the trust responsible for
16 ultimately handling our claim.

17 But I would say that we definitely oppose the
18 consumer representative's attempt to reclassify our claim as
19 a general unsecured claim under Class V. The only other
20 thing I'll add is it was a little bit unclear to us what the
21 nature of the attempt to reclassify was, because in the
22 first part, it looked as if the consumer representative was
23 treating the claim solely as an individual claim of the
24 Gearys themselves, even though the claim I thought was very
25 clear and outlining that it was a class claim.

1 And then, the second, you know, part of that had
2 more to do with the relief that was requested itself. It
3 was unclear whether or not they were seeking an alternative
4 ruling, that it should be treated as a Class VI non-363(o)
5 claim. And I'm not certain that we're opposing that at all.

6 I think that's probably for the vast majority of
7 the potential Claimants in this class. That's probably
8 where they would fall. So with those additional arguments
9 and with, you know, our I guess need for that slight
10 clarification on what the request for relief is, I'll
11 certainly turn over to Mr. Levin for his argument. I
12 wouldn't mind, Your Honor, an opportunity to maybe rejoin
13 afterwards.

14 THE COURT: Mr. Levin?

15 MR. LEVIN: Thank you, Your Honor. Let me just
16 clarify the point that Mr. Nobile raised at the end. There
17 was an error in the notice of the opposition. Some language
18 was supposed to be deleted and it wasn't, and that had to do
19 with seeking to classify the claim as a non-363(o) claim.

20 We are not seeking that relief here. The only
21 cross motion was to classify the claim as a general
22 unsecured claim. We thought that was just procedurally
23 better than simply opposing the GUC Trustee's motion to
24 classify this Class VI. We'd get better clarity if the
25 Court ruled on a cross motion as well as the motion.

1 So that's the only relief we're seeking today. As
2 I -- as the opposition says at the end, we reserve rights
3 with respect to the 363(o) issue, with respect to the amount
4 or allowability of the claim. And of course, with respect
5 to class certification. So let me turn to that.

6 The GUC Trustee's motion and the Geary's support
7 of that motion operate on the premise that this claim is a
8 class claim in the bankruptcy. We recognize that the
9 District Court had granted class certification in the pre-
10 bankruptcy litigation. Although, that certification was
11 subject to a motion to decertify, which was stayed by the
12 filing of the bankruptcy.

13 Certification pre-bankruptcy does not
14 automatically create post-bankruptcy certification as a
15 class claim. This claim has not been certified. Mr. Nobile
16 has filed a motion to certify the class under Rule 7023.
17 And that is pending its -- on a separate hearing, and
18 depending on how this hearing comes out, we expect to oppose
19 that.

20 So the point is that we're talking not about the
21 Geary class and however many members there might be in the
22 class, we're talking about the claim of the Gearys. Their
23 claim was a claim arising out of a car loan. One other
24 preliminary remark, Your Honor.

25 The -- Mr. Nobile said in his support that the

1 Consumer Claim Trustee had admitted the facts, and I want to
2 refer to our motion on Page 2, where we said for the
3 purposes of this opposition and cross motion, we do not
4 dispute the facts. So I want the record to be clear on
5 that. We're not necessarily admitting all of the facts.

6 So now going to the Geary's claim. Their claim
7 allows out of a car loan. The Class VI under the plan
8 defines -- I'm sorry. Let me try that again. Mr. Nobile is
9 right is that the plan is a controlling document. So we
10 looked to the language in the plan to determine whether the
11 Geary's claim is a Class VI or a general unsecured claim.

12 Class VI comprises of consumer creditor claims.
13 Consumer creditor claims include claims asserted by those
14 who had a mortgage. And I'll get to the definition of
15 mortgage in just a moment, but we believe there are two
16 reasons why the Geary's claim is not a consumer claim as
17 defined in the plan.

18 A consumer creditor claim is held by a borrower.
19 To be a -- and that's part of the definition. And there's a
20 definition of borrower. And borrower has two requirements.
21 First, a Claimant must have a mortgage or a reverse mortgage
22 and the Gearys do not. There was a car loan, and a car loan
23 is not a mortgage or a reverse mortgage.

24 And second, the loan on the mortgage must have
25 been serviced by the Debtor. And here, as the record shows,

1 the loan was not serviced. It was fully paid before Ditech
2 took over the platform from Citi Financial, the platform on
3 which the Geary's loan had previously been serviced.

4 So let me turn to the definition of mortgage.
5 That's what Mr. Kahn and Mr. Nobile addressed. They're
6 right. The plan does not expressly define mortgage, so we
7 looked to principles of contract interpretation. I agree
8 that the purpose under New York law, the purpose of contract
9 interpretation is to determine the (indiscernible) of the
10 parties.

11 But those principles are the same principles as
12 used in statutory interpretation. And our opposition, I
13 cited principles of statutory interpretation, whose purpose
14 is the same as contract interpretation, which is to discern
15 the drafter's intent based on the words they used, their
16 common or defined meaning, the context, and some principles
17 that are based on how language is used.

18 In fact, as far back as 1854, the New York Court
19 of Appeals said, "In the construction both of statutes and
20 contracts, the intent of the framers and parties is sought -
21 - first of all, is to be sought first of all in the words
22 and the language employed." And that case is McCluskey v.
23 Cromwell, 11 N.Y. 593 at Page 601.

24 The Second Circuit has much more recently adopted
25 statutory construction principles in interpreting contracts.

1 In the case of Rothstein v. American International Group 873
2 F.3d 1195 at Page 210-211, the Second Circuit said, "We
3 interpret -- we often interpret a word by the company it
4 keeps, the doctrine of (indiscernible)," which is the
5 principle that I cited in our opposition.

6 And the -- there's also a Second Circuit case,
7 1996, Taracorp v. NL Industries, 73 F.3d 738, 744-45, where
8 the Court said this principle of contract interpretation
9 parallels the principle that we use when interpreting
10 statutes to determine the intent of legislatures.

11 They say it's as we assume that the same words
12 have the same meaning in a given act and that the choice of
13 substantially different words to address analogous issues
14 signifies a different approach. And here we're focusing on
15 the word mortgage.

16 My point in citing these case, Your Honor, is that
17 it is a red herring to say that we don't use statutory
18 construction principles. The principles for (indiscernible)
19 statutes and contracts are the same. And those are the
20 words you used the context in which they're used.

21 So let's turn to the context in which the word
22 mortgage is used in this case. This Chapter 11 case
23 involved residential mortgages. Residential mortgages
24 include real property and manufactured housing. They don't
25 include transportation.

1 You can look at the DIP financing motion, which we
2 cited in our papers, which defined mortgage and mortgage
3 loans with respect to only residential mortgages. And the
4 order approving it incorporated those definitions as well.

5 The plan provided for a sale of the Debtor's
6 mortgages and reverse mortgage and mortgage servicing right
7 under the two stalking horse agreements. The forward
8 stalking horse agreement and the reverse stalking horse
9 agreement, both of those documents, which the -- which were
10 incorporated into the plan used the term -- I'm sorry --
11 defined the term mortgage to mean residential mortgages. It
12 did not include car loans.

13 So the whole context here and the principle of
14 construction of in pari materia means that you must take all
15 of these documents together in interpreting what is meant by
16 mortgage. And here what is meant by mortgage is residential
17 mortgages, not car loans.

18 And frankly, this is consistent with the common
19 meaning of the term. I know Mr. Kahn cited Black's Law
20 Dictionary. If we go in that direction, I can cite
21 Dictionary.com and Wikipedia, both which define mortgage in
22 reference to real property.

23 But let me put it in more vernacular terms. When
24 was the last time you hear somebody say, I'm getting a
25 mortgage on my car? The term is just not used that way. So

1 we're talking about a loan that was not a mortgage loan.

2 Second, let me go onto servicing, whether this
3 loan was serviced. As I noted and the Geary's freely admit,
4 the loan was fully paid before Ditech took over the platform
5 from Citi Financial. There was nothing to service. Whether
6 or not the Gearys have a claim based on something Ditech
7 did, that does not mean that the claim falls within the
8 definition of consumer creditor claim under the plan.

9 The fact is that people might have something in
10 their mind, but courts don't look in their minds to
11 determine meaning of a contract. They look at the words
12 used. And I'm focusing solely on the words used here. And
13 that goes to the next point, which is that Mr. Kahn's
14 statement or Mr. Nobile's statement about what assumptions
15 the Debtors made during the case and during the confirmation
16 process.

17 Assumptions are not conclusions. Conclusions are
18 driven by the language in the documents. The fact that they
19 might've assumed that the Geary's claim was in Class VI does
20 not make it so. And the fact that they did an analysis, a
21 financial analysis of the Geary's claim in their opposition
22 -- I'm sorry, in their reply to the Geary's opposition to
23 confirmation was specifically responding to a financial
24 analysis that the Geary's did in their opposition to plan
25 confirmation.

1 So that shouldn't be taken as a standalone
2 confirmation that the Geary's claim is a Class VI claim.
3 More --

4 THE COURT: I'm sorry, Mr. Levin, I apologize for
5 interrupting you. I was having a little trouble hearing
6 you. Just -- could you make that last point again?

7 MR. LEVIN: Yeah --

8 THE COURT: You were saying that the -- it's --
9 the assumption is not a conclusion and then it got a little
10 muddled, but please.

11 MR. LEVIN: All right, great. Thank you, Your
12 Honor. Sorry for that. Phones only go so far. The fact
13 that it was an assumption does not make it so. Mr. Kahn
14 noted that the -- in their reply to the Geary's opposition
15 to plan confirmation, that the Debtors did a financial
16 analysis assuming that the Geary's claim was a Class VI
17 claim.

18 Well, not only does that assumption not make it
19 so, but more specifically, that reply was responding to the
20 Geary's objection to confirmation in which the Gearys said,
21 if this is a Class VI claim, in fact, I should say the
22 Gearys asserted just asserted without support, this is a
23 Class VI claim. And on that basis, the plan does not meet
24 the financial confirmation requirements, the Debtor would --
25 the Debtor was responding to that argument.

1 And if a response like that were to cause a claim
2 to be classified, it would also cause it to be allowed. And
3 yet, we know that arguments hypothetical or arguments based
4 on assumptions for a confirmation hearing do not determine
5 the status or allowability of claims.

6 So on that basis, Your Honor, we believe that the
7 language of the plan, the context in which it was used and
8 the meaning of these terms dictate that the Geary claim is a
9 general unsecured claim, not a consumer creditor Class VI
10 claim.

11 THE COURT: And now, Mr. Levin, the argument that
12 they make, that Mr. Kahn and Mr. Nobile, also they raised
13 the fact, if there's any ambiguity, the -- that would be --
14 it should be -- the language should be construed against the
15 Debtor. I think that is -- that's part of their argument.
16 Could you address that, please?

17 MR. LEVIN: Yes, Your Honor --

18 THE COURT: Or -- and I'm sorry to interrupt you -
19 - and if I've misstated it or you think I've got it wrong,
20 just -- you can correct me and then address it.

21 MR. LEVIN: I think that's what Mr. Kahn is
22 saying. The fact is, neither the GUC Trustee nor the
23 Consumer Claim Trustee nor the Gearys drafted the plan. And
24 so, while the plan might be construed against the Debtor,
25 which might at this point be the (indiscernible) out of

1 state, although it's a separate entity, it -- there's no
2 principle that would construe it against any of the three
3 parties to this contested matter.

4 THE COURT: All right, thank you. Anything
5 further, Mr. Levin?

6 MR. LEVIN: No, thank you, Your Honor.

7 THE COURT: Now let me just ask you, if I could
8 please, so let's assume for a moment that the -- your client
9 is successful in this matter. And what you're -- what
10 ultimately, could you just refresh my recollection?
11 Ultimately, your ask, the ask by your Trustee, by your
12 colleague is to classify the class action claim as a general
13 unsecured claim?

14 MR. LEVIN: Not exactly, Your Honor, because as I
15 said at the beginning, the class has not been certified in
16 this case. The only claim we have before us is the claim of
17 the Gearys. We're asking that --

18 THE COURT: Okay.

19 MR. LEVIN: -- the Geary's claim be classified as
20 a general unsecured claim.

21 THE COURT: Okay.

22 MR. KAHN: Your Honor, this is Steve Kahn. Can I
23 address those issues?

24 THE COURT: Yes, just give me one moment. I'm
25 just (indiscernible). Yeah, no problem. Please go ahead.

1 MR. KAHN: Yes, on that last part of Mr. Levin,
2 actually, where he started and just ended is that this is a
3 claim only --

4 THE COURT: I'm sorry, Mr. Kahn, Mr. Kahn, I'm
5 having a little trouble hearing you.

6 MR. KAHN: Can you hear me better now?

7 THE COURT: Yes, much better. Thank you.

8 MR. KAHN: Okay. I'm sorry about that. You know,
9 the argument that, oh, this is a claim of just the Gearys is
10 not correct. And as we sit here today, there's been a
11 ruling in the District Court, where the underlying action
12 was pending, that the class is certified. And the claim is
13 filed by Mr. and Mrs. Geary on behalf of themselves and all
14 other similarly situated claimants.

15 So until it is in essence de-certified, if the
16 Court were to deny a motion under 7023, it is a class
17 action. And 99 percent of the claimants are borrowers who
18 gave us security interest in real property. So you know,
19 and there's just no way the GUC Trust, under the very clear
20 and express terms of the plan have any authority to deal
21 with those claims.

22 On the second argument that the business of the
23 Debtors was real property mortgages, I -- you know, it was
24 primarily real property mortgages, but they obviously were
25 also servicing auto loans for some period of time. I don't

1 know how long or when it started and where it ended, but it
2 was not a line of business that, you know, at plan
3 confirmation time that was sought to be sold. So I assume
4 they must've transferred that business away, you know, at an
5 earlier date.

6 Now the argument that the loan was not serviced by
7 Ditech really doesn't make sense to me. There was a loan on
8 the books that was transferred from the original lender to
9 Ditech, and Ditech undertook collection efforts on that note
10 or on that loan, I should say.

11 The fact that the loan had been paid in full and
12 should've been off the books, but wasn't for whatever reason
13 doesn't alter the fact that once Ditech got it, you know,
14 they started you know, trying to get money out of the
15 Gearys. So you know, the -- it was clearly serviced by
16 them. And (indiscernible) --

17 THE COURT: And I'm sorry, Mr. Kahn. You're
18 saying it's clearly serviced by them because they sent --
19 and that's evidenced by the fact that they sent the letter?

20 MR. KAHN: Well, that they said we are taking over
21 this loan. That's what the letter said. And then, they
22 sought to collect on the loan based on the information given
23 to them, which was obviously incorrect. So you know,
24 servicing includes collecting funds on behalf of the
25 beneficiary.

1 So yes, I think it's circuitous to say that they
2 did not. So you know, on that basis, that doesn't serve as
3 a sort of a defense here, I don't believe. And then we get
4 to interpretation of contracts. And the, you know, overall
5 focus in that regard is to, you know, what was the general
6 purpose of the plan in terms of consumers who were
7 segregated out, given special treatment as a separate class,
8 and there was certainly no effort to -- well, if there
9 should be two sub classes, one vehicle loans, one
10 residential loans.

11 The intent was to provide a separate fund for
12 those claims. You know, if the -- this class action claim,
13 which is what it is, again, is made into a GUC claim and
14 it's all or 99 percent residential mortgages, we can't deal
15 with it. That those are consumer creditor claims for
16 whatever they're worth. And there's no reason to segregate
17 out the one percent that were car borrowers. So it should
18 be adjudicated by the Consumer Creditor Trust.

19 THE COURT: All right. Anything further?

20 MR. KAHN: No, Your Honor. Not from me. Sorry.

21 THE COURT: Okay. No problem. Mr. Nobile?

22 MR. NOBILE: Thank you, Your Honor. I guess where
23 I'd want to start in response is that there's been no
24 objection to the allowance of the claim itself yet. You
25 know, what we have before the Court is a request to, you

1 know, find out which, you know, which bucket the money's
2 ultimately going to come from.

3 But as we stand here today, we have an allowed
4 claim on the books under the rules. With respect to whether
5 we have a certified class or not, as we sit here today, as a
6 little confusing to me. I don't believe in the case law
7 that I've reviewed that's been cited in our 7023 motion that
8 we are required necessarily to seek a re-certification of
9 the classes.

10 What the cases tend to say, and I'm sure Your
11 Honor knows, is that when looking to apply Rule 7023, one of
12 the factors that the Court will take a look at is whether or
13 not there's been a pre-filing certification. And those that
14 -- those cases that have gone through that process stand in
15 good form generally, as the best candidates for applying
16 Rule 7023.

17 So I disagree, you know, wholeheartedly with the
18 notion that there is no de-certification or that some un --
19 or filed, whether or not some undecided decertification
20 request is somehow meaningful with regard to that.

21 The next thing I would say is that with regard to
22 the definition of the term mortgage, whether we're using
23 today's terminology or parlance or today's understanding or
24 not, I don't think there could be any real debate that the
25 term mortgage is susceptible to different meanings. And

1 each of those meanings are reasonable.

2 So under most states' contract law, including New
3 York's, when you have a term like that that is susceptible
4 to different meanings, it could be called by a court of law
5 as being ambiguous. And if what we're dealing with is an
6 interpretation on the one part to force down the throat of
7 the other part, one meaning over the other, you have to find
8 out who did the drafting and who didn't. And in this case,
9 we certainly did not do the drafting of the plan. We did
10 not ask for it. (indiscernible) --

11 THE COURT: But Mr. Nobile, none of the parties to
12 this dispute drafted the plan.

13 MR. NOBILE: No, Your Honor, but it is the Trustee
14 who is seeking to enforce it in one manner against the
15 rights of our claim. So --

16 THE COURT: But that doesn't -- okay, but what
17 does -- what follows from that as far as interpreting the
18 document? I need to (indiscernible) --

19 MR. NOBILE: What follows from --

20 THE COURT: I'm sorry.

21 MR. NOBILE: -- interpreting the document is I
22 guess so what we have is a party that was designated by the
23 Debtors to handle the funds contained in the trust. Had
24 that Trustee not been appointed, it would be the Debtors who
25 would be seeking this interpretation, or not. But I --

1 THE COURT: But wait. Is it -- I'm sorry to
2 interrupt you, but is the movant originally the GUC Trust
3 was appointed, right? It's the same issue, isn't it?
4 They're both appointed under the plan.

5 MR. NOBILE: Correct.

6 THE COURT: All right. So it should be construed
7 against the consumer, the -- Mr. Levin's client, but in
8 favor of Mr. Kahn's client? How does that work?

9 MR. NOBILE: Well, I guess the way I see it is
10 you've got to -- for the sake of administration, you have
11 the convenience of having two different trusts appointed to
12 handle the funds that in other cases there may be not trust.
13 There may be a plan administrator that would effectively be
14 what was the Debtor in many Chapter 11 cases.

15 So with respect to how the plan is being
16 interpreted, I would argue that the Trustee stand
17 effectively in the shoes of the Debtor, when it comes to
18 plan interpretation. At least that would be my argument.
19 So that would be my response to that, Your Honor.

20 THE COURT: All right, thank you.

21 MR. NOBILE: So with the understanding that you
22 have these potentials for ambiguity, you know, the corollary
23 at least under New York law is that they shouldn't be
24 resolved against the party who didn't draft it. And then, I
25 would ultimately, Your Honor, conclude that -- the case was,

1 you know, about a lot more than just residential mortgages.

2 I mean, I don't think we need to say a lot about
3 that, but there were a lot of different types of debt
4 involved in the case. So to the extent we're dealing with
5 the servicing, if you will, of one obligation, in this case,
6 it was a car loan, but I don't think there can be any
7 meaningful debate that it was a consumer car loan.

8 I mean, this wasn't some business car loan. And
9 you know, from that, I would -- 99 percent of the additional
10 members of these classes were residential mortgage loans.
11 So it kind of leaves me to wonder how we're going to deal
12 with the issue if there is a finding that there was no
13 servicing, which is wholly dependent upon one definition
14 that was never made part of the plan. Or for that matter,
15 part of the FDCPA, which is the statute upon which all of
16 these claims are based.

17 It's taken out of looking at the papers filed by
18 the consumer representative out of RESPA, and it is wholly
19 dependent upon whether a payment would be made. Well, of
20 course a payment wasn't made because there was no debt owed
21 in that particular instance. But that's hardly an excuse
22 for suggesting that you didn't service the loan in the sense
23 that you were attempting to collect a debt because there's a
24 different set of definitions under the controlling statute,
25 which was the FDCPA.

1 Again, an argument in our papers, Your Honor. And
2 for all of those reasons, we oppose the consumer
3 representative's request.

4 THE COURT: All right. Thank you. Mr. Levin,
5 anything further?

6 MR. LEVIN: Yes, if you'll permit, Your Honor. A
7 couple of brief points. On the servicing point. There were
8 no payments collected. We referred to the definition of
9 servicing under RESPA, the Real Estate Settlement Procedures
10 Act. Mr. Nobile says RESPA doesn't apply, which I think
11 confirms our point.

12 RESPA applies to mortgages. This is not a
13 mortgage. A car loan is not a mortgage, so we stand by our
14 position that Ditech did not service this loan. Second, Mr.
15 Kahn made the point that the -- I think it was Mr. Kahn, yes
16 -- that the general purpose of the plan was to separate out
17 consumer claims from general unsecured claims.

18 But in fact, there are numerous consumer claims
19 that are in the general unsecured class, and I'd point
20 specifically to the Telephone Consumer Protection Act
21 claims. Those claims, I don't know the exact number that
22 were filed, but there are filed claims in the record on
23 that.

24 And those are indisputably in the general
25 unsecured class. So the separation here was not between

1 consumers and non-consumers. The separation was between
2 mortgage borrowers and others, other consumers. And as I've
3 pointed out, the definition of mortgage doesn't include a
4 car loan.

5 Finally, Your Honor, I don't believe we have
6 evidence in the record that the -- Mr. Nobile's statement,
7 99 percent of the claims that he represents are -- arise out
8 of residential loans. First of all, that assumes something
9 that is not yet true in this case, which is that he
10 represents them because there's been no class certification.

11 Here's the -- Geary's claim itself might be deemed
12 allowed, but the class certification is not deemed allowed
13 until there is an order under 7023. And so, we're focusing
14 only on the Geary's claim. That's all I have, Your Honor.
15 Thank you for the extra time.

16 THE COURT: All right, thank you. Anyone else
17 wish to be heard?

18 MR. KAHN: Yeah --

19 MAN: Yes -- okay, I'm sorry.

20 MR. KAHN: -- this is Steve Kahn, yeah, on -- I'm
21 sorry, Your Honor. This is Steve Kahn. Mr. Levin's
22 citation to RESPA and saying that that deals only with
23 mortgages is not accurate. It deals with loans secured by
24 real property. And this is -- at least the Gearys loan is
25 secured by personal property.

1 So RESPA would not apply to it because it's not a
2 real estate loan. And again, I think we have to look at the
3 claim as it stands at this time, and that it is filed on
4 behalf of the Gearys and all parties similarly situated.
5 And until it is, you know, found not to be a class action
6 claim, it is a class action claim that you know, Mr. Nobile
7 needs to pursue in order to obtain certification in the
8 bankruptcy court.

9 So and again, I think we have to look at what the
10 overall purpose of the contract was in terms of consumers.
11 Consumers are borrowers who gave a security interest and
12 property. And there's no reason why there should be the
13 distinction made between real property and personal property
14 that's subject to that security interest.

15 THE COURT: All right. Anyone else? Okay. I'm
16 going to have to think about this a little bit, so I'll
17 adjourn this to our date in January. And if I haven't ruled
18 on it by then, I will rule on it then. Okay?

19 MR. NOBILE: Yes, thank you, Your Honor. And Ms.
20 Levine and I be excused?

21 THE COURT: Yes, of course. Thank you for dialing
22 in.

23 MR. NOBILE: Thank you, Your Honor.

24 MR. LEVIN: Your Honor, this is Mr. Levin. I
25 would also ask to be excused from the hearing at this point.

1 THE COURT: Yes, Mr. Levin and Mr. Nobile, that's
2 fine. And Ms. Twomey, if you also would like to leave.

3 MR. LEVIN: Thank you, Your Honor.

4 MS. TWOMEY: I'll stay on.

5 THE COURT: All right, thank you.

6 MR. SINGH: Thank you, Your Honor. I think that
7 brings us, again, Sunny Singh for the record. That brings
8 us to the last matter on today's calendar, Item 29 is the
9 motion for reconsideration by Ms. Farrier and David Hill
10 from the Weil team is handling that matter.

11 THE COURT: All right, Mr. Hill?

12 MR. HILL: Good afternoon, Your Honor. David
13 Hill, Weil, Gotshal on behalf of the Debtor. I feel like
14 I'm in a Verizon commercial, but can you hear me?

15 THE COURT: Thank you, I can.

16 MR. HILL: All right, Your Honor. This is the
17 motion of Mary Farrier for consideration filed on the Docket
18 as ETF Number 2797. When -- would it be helpful for Your
19 Honor to maybe level set where we're at in the case and
20 maybe a bit of the procedural history? I believe Ms.
21 Farrier is on the phone under Ms. Chris (indiscernible)
22 dial-in. We've made arrangements with her and with your
23 Chambers.

24 THE COURT: Oh okay, thank you. Yes, I think that
25 would be very helpful.

1 MR. HILL: Mr. Farrier, could you confirm that you
2 are on the phone before I proceed, just to make sure that I
3 have that right?

4 MS. FARRIER: Yes, I'm here. I'm on the phone.

5 THE COURT: All right, terrific. Proceed.

6 MR. HILL: All right, thank you, Your Honor. Your
7 Honor, this is the third instance where we've had Ms.
8 Farrier before the Court on various motions. As a bit of
9 basic background, Ms. Farrier entered into a mortgage with
10 Green Tree Financial in 2013, which eventually became Ditech
11 in 2015.

12 The fundamental basis of Ms. Farrier's actions is
13 that Ms. Farrier alleges that Ditech sent her an erroneous
14 foreclosure letter in 2016 that triggered her to file a
15 personal bankruptcy in August of 2017. And this is set
16 forth in a complaint that she filed in the Southern District
17 of Ohio, which we've referred to in our papers as the Ohio
18 action.

19 The Ohio action essentially alleges various
20 positive action against the Ohio bankruptcy court, the
21 bankruptcy trustee, and various other parties, including
22 Ditech, related to that foreclosure and bankruptcy
23 proceedings.

24 That action was placed on omnibus motion to
25 dismiss, which was the third omnibus motion to enforce the

1 injunctive provisions of plan and confirmation order, which
2 we filed as ECF 1946. Your Honor granted the motion at the
3 May 2020 omnibus hearing in a subsequent order ECF Number
4 2459.

5 Ms. Farrier previously filed in May of this year a
6 motion for consideration, and that's on the Docket as ECF
7 2337. Therein, she sought what she referred to as
8 consideration, but the plan administrator interprets her
9 request to be the waiver of two mortgages that Ditech had
10 previously serviced, but had transferred to Shellpoint as of
11 January 2020.

12 So the Court heard what we refer to as the May
13 motion at the July 23rd, 2020 omnibus hearing and her motion
14 was denied and a subsequent written order ECF 3042. Then
15 that brings us to the substantively identical motion, the
16 instant motion that we're dealing with here today.

17 Therein, Your Honor, Ms. Farrier requests again,
18 unspecified consideration that appears to be the waiver of
19 two mortgage balances. Your Honor, as set forth in the
20 papers, not only is this substantively identical to the
21 motion -- the previous motions that she's brought before
22 this court, specifically the May motion, which this Court
23 denied.

24 The -- what she seeks is still not only barred by
25 res judicata per this Court's earlier rulings, but also the

1 fundamental reality that Ditech does not own or service
2 either of her mortgages, that she would like waived, and has
3 not done so for more than almost a year at this juncture.

4 Ditech cannot waive or forgive payments on
5 mortgages it does not own or service. And if Ms. Farrier
6 would refer to this as claims for monetary relief, as Your
7 Honor has previously found on multiple occasions, the only
8 proper mechanism for the seeking of monetary relief is the
9 filing of a proof of claim, which is not an issue in today's
10 case.

11 So Your Honor, fundamentally, we believe that Ms.
12 Farrier's motion is procedurally and substantively improper.
13 And we would ask Your Honor to dismiss it. I'm happy to ask
14 any questions, Your Honor -- or to answer any questions Your
15 Honor may have. And if you'd like to hear from Ms. Farrier
16 first, that's certainly understandable.

17 THE COURT: Right. No, I think at this point, Ms.
18 Farrier?

19 MS. FARRIER: Yes, I'm here.

20 THE COURT: Okay, so Ms. Farrier, what you're
21 asking me to do is to order that -- you want me to order
22 that the balances on your mortgage are waived, so that you
23 would -- you know, you would have your home not encumbered
24 by the mortgages. Is that right?

25 MS. FARRIER: Your Honor, I think that's the least

1 they can do for all of the problems that they caused me and
2 I'm still having. They actually -- they -- he didn't
3 mention about the default letter that they sent me. And the
4 Credit Bureau, where they sent false information to the
5 Credit Bureau, which destroyed my perfect credit that I had.
6 Now they want to escape through this Chapter 11.

7 WOMAN 1: And yes, that is what I'm asking.

8 MS. FARRIER: And that is what I'm asking.

9 THE COURT: All right. Now there are a couple of
10 problems with that, Ms. Farrier. Most respectfully, one is
11 you've answered that before. And I most respectfully denied
12 it before. And the reason I denied it and part of the
13 reason most respectfully that I'll be denying it again is
14 that Ditech doesn't have -- doesn't control, doesn't own the
15 mortgage.

16 MS. FARRIER: Okay, (indiscernible) --

17 THE COURT: And so, I can't direct -- excuse me.
18 I'm sorry. Let me finish. So I can't direct them to do
19 something when they're not capable of doing it.

20 MS. FARRIER: Okay, (indiscernible) --

21 THE COURT: And that's all right. To the extent
22 that what you're asking for is to assert claims against
23 them, well, what you need to do is you needed to file a
24 proof of claim in the case. And if you've done that and you
25 can assert the claim, if you haven't done it, you haven't

1 done it.

2 So that's where -- that -- at this point, you
3 know, one, I've already ruled on this once, and most
4 respectfully, I've ruled against you. And second, and
5 that's really what we call the law of the case.

6 And second, they don't -- Ditech doesn't have --
7 doesn't own, doesn't control the mortgage. Now you wanted
8 to say some things, and please do.

9 MS. FARRIER: Okay. Well, who do service the --
10 who do own the mortgage, if Ditech doesn't own it? When I
11 put my claim in, Ditech did own the mortgage. Ditech is the
12 one that sent my information to the Credit Bureau. They
13 (indiscernible) bad information to the Credit Bureau. And
14 they also sent me this default letter. Ditech made
15 (indiscernible) --

16 THE COURT: Okay, but now -- okay, but, and I'm
17 going to hear from Mr. Hill. If what you're saying is that
18 when Ditech was servicing the mortgage, they did -- they
19 injured you, well then maybe you have a claim that you can
20 assert against Ditech.

21 But the remedy is -- that you can get from this
22 Court as it relates to your request does not include my
23 issuing an order waiving your mortgages. Right? Because
24 they don't -- first, they don't have them, but second, you
25 borrowed the money, you had the money and there's no basis

1 for waiving the mortgage, no basis that I'd be familiar
2 with.

3 MS. FARRIER: Okay. Your Honor --

4 THE COURT: But let me just hear from Mr. Hill for
5 a second, just so I can make sure that my understanding of
6 the facts is correct. Mr. Hill?

7 MR. HILL: Yes, Your Honor. David Hill on behalf
8 of the Debtors. Your Honor, your understanding of the facts
9 is entirely correct. I think to correct a misunderstanding,
10 if Ms. Farrier is asserting that Ditech had the mortgage in
11 2016, that would be correct.

12 Your Honor, as set forth in our papers and as
13 acknowledge by Ms. Farrier in her various motions, her
14 mortgage and loans were transferred to Shellpoint, a new
15 residential in November of 2019 and January of 2020.

16 So to the extent that she is aware in her own
17 pleadings, that those are the entities that now hold her
18 mortgage loans. So Your Honor's understanding of the facts
19 is entirely correct.

20 MS. FARRIER: But Your Honor, they never answered,
21 do they receive any money from the servicing company that
22 they transferred it to? They never told me that they sold
23 it. They told me they transferred it to a servicing company
24 that, when a servicing company collects money for Ditech.

25 Now do the servicing company own my mortgages now?

1 Or is Ditech getting any money from the servicing company?

2 That's where I want answers.

3 THE COURT: Mr. Hill? Okay. Mr. Hill?

4 MR. HILL: Your Honor, David Hill on behalf of the
5 Debtors. My understanding is that her mortgages were
6 transferred as part of the sale, the forward transaction
7 process. Based on our review of the materials that were
8 sent to Ms. Farrier and the circumstances, that her loans
9 were in no way special, that the only compensation received
10 was as approved by this Court under the sale transaction
11 through the plan.

12 THE COURT: So in other words, Ms. Farrier, what
13 happened is, Ditech got out of the business of servicing the
14 mortgages, at least with respect to mortgage and yours, and
15 other people's mortgages and (indiscernible) of that. And
16 yeah, they were compensated because under the plan, the
17 bankruptcy plan, they were paid something for that, but
18 they're not getting paid anything now on account of your
19 payments. Is that correct, Mr. Hill?

20 MR. HILL: Your Honor, David Hill on behalf of the
21 Debtors. I would have to defer to one of my bankruptcy
22 colleagues on the specifics, but I am not aware of any
23 ongoing payments. But again, I think maybe Mr. Singh or one
24 of my bankruptcy colleagues would be better positioned to
25 answer that question on the mechanics of the -- of

1 (indiscernible) --

2 MR. SINGH: Yes. Your Honor, Sunny Singh. I'm
3 happy to confirm. We are no longer, you know, we're not
4 receiving -- Ditech estate is not receiving any funds on
5 account of this mortgage or any other mortgage.

6 THE COURT: Okay. So that's kind of -- that's
7 where we are, Ms. Farrier, in that --

8 MS. FARRIER: So you're not receiving any money?
9 Is that what he said, Your Honor? I'm sorry.

10 THE COURT: That's correct.

11 MS. FARRIER: They're (indiscernible) --

12 THE COURT: They're not receiving (indiscernible).

13 MS. FARRIER: Okay, well, you mentioned that they
14 did receive money when they went into this bankruptcy.

15 THE COURT: Yeah --

16 MS. FARRIER: So my claim was already in. So why
17 didn't they give me some consideration then?

18 THE COURT: Well, if you have a claim on file,
19 then in the fullness of time, the claim will be reviewed.
20 And if there's merit to it, you will, as a creditor in the
21 estate, would have an opportunity to share in the funds that
22 were set aside to pay claims, if you've done that.

23 MS. FARRIER: Okay.

24 THE COURT: You cannot -- no, no, no, let me
25 finish now. And what's hard for me, Ms. Farrier is, I just

1 -- let's just focus on this. Right. You can't -- your
2 request that you be given leave to have me rule that your
3 mortgages are waived, right, that there's no authority for
4 that, right?

5 And it doesn't matter how much they got paid, all
6 right, or what the circumstances were. So that's the first
7 thing. And the second thing, again, most respectfully, is
8 that we've been down this road now once before. And as I
9 said, I looked at it back the first time. And for the same
10 reasons that I'm most respectfully telling you that there's
11 no merit to your claim, those are the reasons I found
12 before.

13 So we've done this once before. That's part of
14 the ruling. But the other part is, even if we hadn't, and
15 most respectfully, there's no basis for either in under the
16 substantive law or the procedural law, to grant you the --
17 your request that you're making here.

18 MS. FARRIER: Okay, Your Honor.

19 THE COURT: And so, for that reason --

20 WOMAN 1: (indiscernible) --

21 THE COURT: Go ahead.

22 MS. FARRIER: Okay, well, what about the attempted
23 theft? Because what they did, they took over six months.

24 So I --

25 THE COURT: No, no, no, no, Ms. --

1 MS. FARRIER: I want to -- they --

2 THE COURT: No --

3 MS. FARRIER: (indiscernible) --

4 THE COURT: And excuse me, excuse me, excuse me.

5 (indiscernible) let me be clear --

6 MS. FARRIER: They (indiscernible) mention to the
7 credibility (indiscernible) default letter --

8 THE COURT: Yeah, so (indiscernible) --

9 MS. FARRIER: That's attempted theft.

10 THE COURT: Okay. Yeah, okay. So what I'm going
11 to do, and this is how we're going to end our hearing, all
12 right, what I've told you is that there is no basis in law
13 or in fact for me to order the -- that the mortgages on your
14 property be waived or forgiven or whatever -- however you
15 want to term it, right? There is no basis. You're not
16 entitled to the relief. And most respectfully, I deny it.

17 To the extent that you think that you have been
18 injured, right, you can -- and you have filed a claim in the
19 case, that claim will be resolved in the fullness of time.
20 If you didn't file a claim, well, then you're going to have
21 a problem potentially. But that's not -- none of that's in
22 front of me right now.

23 All I'm telling you is as you are asking me a
24 series of questions about this is what they did when they
25 were servicing it or not did and did or didn't do, those

1 matters are not in front of me. What is in front of me is
2 the request that you've made, the request for consideration
3 that you've now filed again. And I most respectfully deny
4 it.

5 And that's how we're going to finish as it relates
6 to your matter, and addresses, I think, all of the matters
7 that are on the calendar this -- today. And what I ask Mr.
8 Hill is that you will please settle an order denying the
9 request for relief --

10 MS. FARRIER: But Judge.

11 THE COURT: -- so that -- excuse me -- so that Ms.
12 Farrier has an opportunity to see it before it gets
13 submitted to me. All right? (indiscernible) --

14 MR. HILL: Your Honor --

15 MS. FARRIER: I'd just like to ask you something,
16 Your Honor. Could this judgment be set aside until the
17 Justice Department investigates the attempted theft --?

18 THE COURT: Yeah, no. It can't. So if you're
19 asking me -- excuse me -- you're asking me to --

20 MS. FARRIER: Yes sir.

21 THE COURT: -- (indiscernible) off on my -- excuse
22 me. You're asking me to hold off on my ruling until you're
23 able to get to the Justice Department and ask them to do an
24 investigation. (indiscernible) --

25 MS. FARRIER: Yeah, just set aside --

1 THE COURT: Excuse me.

2 MS. FARRIER: -- until the Justice Department give
3 a decision.

4 THE COURT: Yeah, no. Most respectfully, no. No
5 --

6 MR. HILL: Your Honor --

7 THE COURT: Mr. Hill?

8 MR. HILL: Your Honor, this is David Hill again on
9 behalf of the plan administrator. Your Honor, I would just
10 like to clarify with Your Honor that for -- I think because
11 Mrs. Farrier is a pro se litigant, that when you refer to
12 settling an order with her, it is not that she agrees with
13 Your Honor's decision, but rather that what we will propose
14 accurately reflects what Your Honor has decided today.

15 THE COURT: Well, yes. And at the end of the day,
16 I'm the one who signs the order. It's my order and if I
17 think it needs to be revised, I'll do that. But yes, your
18 point's well taken. What I'm asking you to do is to make
19 sure Ms. Farrier has an opportunity to see the proposed
20 order so that if she has an objection, she can voice the
21 objection in writing to the Court. And then, I will get the
22 proposed order and determine what the terms of the order
23 should be. But yes, thank you, Mr. Hill, for that
24 clarification.

25 MR. HILL: Yes, Your Honor. We will do so.

1 THE COURT: (indiscernible).

2 MR. HILL: Thank you.

3 THE COURT: Thank you. Mr. Singh, I think that's
4 the end of our calendar. Is that correct?

5 MR. SINGH: Yes, Your Honor. Thank you very much.
6 We appreciate the time.

7 THE COURT: Right. And thank you Mr. Hill or
8 whoever arranged it, to make sure that everybody was able to
9 dial in and that Ms. Farrier would be able to get access to
10 the hearing as to -- at the good offices of your firm. So
11 thank you. All right, thank you all very much.

12 MR. SINGH: Thank you, Your Honor.

13 (Whereupon these proceedings were concluded at
14 2:36 PM)

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C E R T I F I C A T I O N

I, Sonya Ledanski Hyde, certified that the foregoing
transcript is a true and accurate record of the proceedings.

Sonya Ledanski
Hyde

Digitally signed by Sonya Ledanski Hyde
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[voice - yeah]

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1 UNITED STATES BANKRUPTCY COURT

2 SOUTHERN DISTRICT OF NEW YORK

3 CASE NO. 19-10412-jlg

4 - - - - - x

5 In the Matter of:

6

7 DITECH HOLDING CORPORATION,

8

9 Debtors.

10 - - - - - x

11

12 U.S. Bankruptcy Court

13 One Bowling Green

14 New York, New York 10004

15

16 January 28, 2021

17 11:26 AM

18

19 B E F O R E :

20 HON. JAMES L. GARRITY, JR.

21 U.S. BANKRUPTCY JUDGE

22

23

24

25 ECRO: Unknown

1 HEARING RE Case Conference (Doc #57)

2

3 HEARING RE Sixty-Seventh Omnibus Objection to Proofs of
4 Claim (No Basis Consumer Creditor Claims) (Doc #3121)

5

6 HEARING RE Sixty-Eighth Omnibus Objection to Proofs of Claim
7 (No Basis Consumer Creditor Admin Claims) (Doc #3122)

8

9 HEARING RE Sixty-Ninth Omnibus Objection to Proofs of Claim
10 (Modified Consumer Creditor Claims) (Doc #3123); Response to
11 Motion filed by Jina McHargue (Doc #3192)

12

13 HEARING RE Seventieth Omnibus Objection to Proofs of Claim
14 (No Basis Claims) (Doc #3130)

15

16 HEARING RE Seventh-First Omnibus Objection to Proofs of
17 Claim (Misclassified Claims) (Doc #3131)

18

19 HEARING RE Motion of Plan Administrator Pursuant to Section
20 7.6 of Third Amended Joint Chapter 11 Plan of Ditech Holding
21 Corporation and Its Affiliated Debtors to Estimate for
22 Reserve Purposes the Priority Amount Asserted in Proof of
23 Claim No. 22049 Filed by Claimant Cherane Pefley (Doc #3120)

24

25 HEARING RE Fifty-Second Omnibus Objection to Proofs of Claim

(Misclassified Claims) (Doc #2186); Liberty Home Equity
Solutions, Inc.'s Response (Doc #2314); Finance of America
Reverse LLC's Response (Doc #2315)

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1 P R O C E E D I N G S

2 THE COURT: All right. Good morning, this is
3 Judge Garrity and we are here this morning in Ditech Holding
4 Corporation, Case No. 19-10412. I apologize for the delay
5 in getting started.

6 Mr. Singh, will you be leading us off here?

7 MR. SINGH: Yes, good morning, Your Honor, Sunny
8 Singh, Weil Gotshal on behalf of the plan administrator.

9 Your Honor, we did file an agenda this morning for
10 today's hearing and we have a number of omnibus uncontested
11 claims objections and then we have a -- one contested claims
12 matter relating to Liberty Harbor and Finance of America.

13 So if it's okay with Your Honor, I'd propose to
14 just proceed down the order of the agenda.

15 THE COURT: That would be fine, thank you very
16 much.

17 MR. SINGH: Thank you, Your Honor. So for the
18 first few matters, I'm going to turn it over to my
19 colleague, Nathalie Sosa who's on the line to present to
20 Your Honor.

21 Your Honor, we have filed a pro hoc vitae
22 application for Ms. Sosa and paid the fee. The order just
23 hasn't been entered yet, which -- so I'd respectfully
24 request Your Honor that she be permitted to present to Your
25 Honor.

1 THE COURT: Your request is granted. Ms. Sosa.

2 MS. SOSA: Nathalie Sosa on behalf of Weil Gotshal
3 Manges, on behalf of the plan administrator. I am going to
4 begin with the seventieth omnibus objection to the proofs of
5 claim. That is ECF 3130.

6 THE COURT: All right.

7 MR. SINGH: And these were -- thank you, Your
8 Honor. These were 44 creditor client claims asserting
9 secured administrative or priority status. We have one
10 adjourned claim that is the one that was filed on behalf of
11 U&H Properties, Inc., Claim No. 21280.

12 Based on the review of these claims and
13 documentation provided with respect to the claims, as well
14 as the debtor's books and records we determined in each case
15 that there was no evidence to support the validity of the no
16 basis claims in the amounts asserted. That the no basis
17 claims had already been paid in full or otherwise satisfied
18 and that there was in position documentation submitted to
19 support the validity of the claims and/or the no basis claim
20 was filed after the applicable bar date.

21 So other than the one adjourned claim, that was
22 21280 on behalf of U&H Properties, the objection as to the
23 remaining 43 claims proceeds uncontested and we ask the
24 Court to sustain the objection and order those 43 claims
25 disallowed and expunged.

1 THE COURT: I've reviewed the omnibus objection
2 and find that the facts submitted in support of the
3 objection substantiate the merits of the objection. And
4 we're talking about the seventieth omnibus, No. 3130?

5 MS. SOSA: Yes, Your Honor.

6 THE COURT: Right, okay. As I said, I've gone
7 through that. The objection is sustained, except as to UMH
8 -- U&H Properties which you are adjourning; is that right?

9 MS. SOSA: That's correct, Your Honor, thank you.

10 THE COURT: All right. Thank you. I'm having a
11 little trouble hearing you.

12 MS. SOSA: My apologies, Your Honor. Is this a
13 little better?

14 THE COURT: Yeah, that's better. No apologies
15 needed, it's just -- so are we going to go back to the
16 agenda now, the number 2, the 67?

17 MR. SINGH: Yes, Your Honor, Sunny Singh, my
18 apologies, I screwed up the presentation. Mr. Sonkin was
19 going to present the first three omnibus objections. I
20 apologize, I got my order mixed up and put Ms. Sosa up
21 first.

22 THE COURT: Not a problem.

23 MR. SINGH: So, Judge, why don't we go back and
24 Mr. Sonkin is on, he'll do the 67th and this way we'll sort
25 of be on track for the omnibus order, I apologize.

1 THE COURT: That'll be fine. That'd be terrific,
2 thank you very much.

3 MR. SINGH: Okay. Thank you.

4 MR. SONKIN: Good morning, Your Honor. This is
5 Cliff Sonkin of Weil Gotshal and Manges on behalf of the
6 plan administrator.

7 So the next item on the agenda is the 67th omnibus
8 objection and that's at ECF No. 3121. The 69th (sic)
9 omnibus was filed jointly with the consumer representative
10 and seeks to allow -- to disallow, sorry, and expunge 26
11 consumer claims on the basis that the claims lack merit,
12 based on review of the books and records.

13 The plan administrator received three informal
14 responses to the objection. One from Deborah Thomas (ph),
15 one from Carolyn Ray (ph), and one from Brooken Dazihan
16 (ph). The notices of adjournment have been filed with
17 regards to these three claims at ECF No. 3194. And except
18 with respect to the three matters, which have been adjourned
19 to a date to be determined, the plan administrator
20 respectfully requests that the Court sustain the objection
21 and order the remaining claims disallowed, expunged.

22 THE COURT: I've reviewed the objection. I grant
23 the -- I sustain the objection. I grant the relief
24 requested and you'll submit an order, please.

25 MR. SONKIN: Thank you, Your Honor, will do.

1 THE COURT: Thank you.

2 MR. SONKIN: The next item on the agenda is the
3 68th omnibus objection to proof of claims which was filed at
4 30 -- ECF 3122, which seeks to disallow and expunge four
5 consumer admin claims also on the basis that they lack
6 merit, based on a review of the books and records. The plan
7 administrator has not received any responses regarding this
8 omnibus objection. And as such, respectfully requests that
9 the Court sustain the objection and order the claims
10 disallowed and expunged.

11 THE COURT: Your request is granted, you'll submit
12 the order, please.

13 MR. SONKIN: Thank you, Your Honor.

14 And then the next item on the agenda is the 69th
15 omnibus objection, which was filed at ECF 3123.

16 This objection seeks to reduce through class --
17 and allow five consumer claims on the basis that the
18 asserted priority amounts were incorrectly calculated or
19 improperly classified.

20 We received two responses to the objection, one
21 formal and one informal. Notices of adjournment have been
22 filed with regards to the two claims at ECF No. 3195.

23 So except with respect to those two adjourned
24 matters, which have been adjourned to a date to be
25 determined, the plan administrator respectfully requests

1 that the Court sustain the objection and enter the order.

2 THE COURT: Your request is granted, I sustain the
3 objection, you'll submit the order please.

4 MR. SONKIN: Thank you, Your Honor. So I'm going
5 to -- I would like to turn the virtual podium back over to
6 my colleague, Ms. Sosa, to handle the 71st omnibus
7 objection.

8 THE COURT: That would be fine, thank you. Ms.
9 Sosa.

10 MR. SONKIN: Thank you.

11 MS. SOSA: Thank you, Your Honor.

12 The 71st omnibus objection can be found at ECF No.
13 3131. And these were three claims asserting secured or
14 administrative status. And again, based on review of these
15 claims as well as documentation that was provided and the
16 debtor's books and records, we determined that these were
17 improperly classified as either secured or administrative
18 expense claims. And we ask the Court to sustain the
19 objection and order the claims reclassified as general
20 unsecured claims.

21 THE COURT: I've reviewed the objection, I sustain
22 it and grant the request -- the relief request, if you'd
23 please submit the order.

24 MS. SOSA: Will do, Your Honor, thank you. And I
25 will pass the virtual podium back to Mr. Singh.

1 THE COURT: Mr. Singh.

2 MR. SINGH: Thank you, Your Honor. The next item
3 on the agenda, the next matter is the plan administrator's
4 motion pursuant to Section 7.6 of the Third Amended plan for
5 estimation for reserve purposes of the priority portion of
6 Claim No. 22049 asserted by Ms. Cherane Pefley.

7 Your Honor may recall this motion. You actually
8 addressed the merits of the motion -- of the claim at a
9 prior hearing where a \$90 million amount that was asserted
10 as a priority claim, as a priority GAP claim, as you recall,
11 Your Honor, Your Honor sustained the plan administrator's
12 objection to reclassify that or disallow that piece, but
13 allow her to continue to prosecute the consumer creditor
14 piece of the claim and with the consumer creditor
15 representative.

16 Your Honor, this motion really addresses a
17 technical issue. Under the plan, the plan administrator is
18 required to reserve until there has been a final order with
19 respect to a particular claim. But because this -- the
20 prior relief the Court granted was reclassifying, it's
21 arguable, although we don't think it's correct, but
22 certainly arguable based upon some of the authority that the
23 Court's order reclassifying the claim was not a final order,
24 and therefore the plan administrator is required to continue
25 to maintain a significant reserve of \$90 million.

1 So all we're seeking here, Your Honor, is an order
2 that says we don't have to maintain that reserve, either
3 because you know, that was a final order that Your Honor
4 previously entered, or because under the relevant standard
5 for estimation, you know, likelihood of merits, et cetera,
6 this claim is not going to be a priority claim. So it would
7 release the \$90 million available for distribution.

8 Your Honor, we're not seeking to prejudice Ms.
9 Pefley or the consumer creditor representative as to the
10 merits of the consumer creditor claim. This again only
11 deals with the priority portion of the claim. And has no
12 impact whatsoever on that remaining balance, which is really
13 where this claim belongs and needs to be addressed in the
14 consumer creditor bucket.

15 Your Honor, we did serve the motion both by mail
16 and e-mail on Ms. Pefley. Have not heard from her and are
17 not aware of any response or objection with respect to this
18 motion. In addition, I would note, Your Honor, there was no
19 attempt at an appeal taken from Your Honor's prior ruling,
20 so the ones -- you know, there isn't a sort of outstanding
21 appeal or anything that she expects to do there.

22 So, Your Honor, that's where we are with this and
23 I'm, of course, happy to answer any questions. But we would
24 request that this order be entered and the plan
25 administrator be permitted to not reserve that \$90 million.

1 THE COURT: Right. I guess my only question is
2 this and I don't have any problem with the nature of the
3 request. I certainly understand why you're making it.

4 If what we determine, if what I determine is that
5 I would estimate the claim for purposes of the plan
6 administrator and you're asking it to be estimated at what
7 value?

8 MR. SINGH: At zero for the priority piece, Your
9 Honor.

10 THE COURT: Right, for the priority piece.

11 MR. SINGH: Right.

12 THE COURT: But we're going to expressly provide
13 that that estimation is what, is not binding as it relates
14 to the consumer piece?

15 MR. SINGH: Correct.

16 THE COURT: Because if I'm estimated it -- I'm
17 sorry?

18 MR. SINGH: That's correct, Your Honor. We're
19 only asking you to estimate that no portion is a priority
20 claim. So you're not addressing the merits of the claim
21 itself in the proposed order, Your Honor.

22 THE COURT: Okay.

23 MR. SINGH: It's only that it's estimated at zero
24 for purposes of the priority and based upon that, Your
25 Honor, I think I understand what you're getting at --

1 THE COURT: Yes.

2 MR. SINGH: -- and the fair concern is, you know,
3 are you somehow prejudicing either Ms. Pefley or the
4 consumer creditor representative through the estimation.

5 And I think the answer is no because you're only
6 estimating whether any piece of it is priority, which really
7 shouldn't address the merits of the claim that's asserted.

8 THE COURT: No, and I think that's right. And so
9 with that and we just make sure it's clearly set forth in
10 the order, I grant the motion and we'll estimate the claim
11 for priority purposes at zero. So in order to address the
12 plan administrator's legitimate concerns with respect to be
13 compliant with what's in the plan as it relates to reserving
14 for administrative expense claims. And you'll submit the
15 order, please.

16 MR. SINGH: Yes. Thank you, Your Honor. We'll
17 take another look at the order. I think we had that
18 reservation of rights in there, we'll make sure we take
19 another look and, of course, we'll show it to Ms. Twommey.

20 THE COURT: All right. I've got to apologize, I
21 hadn't had a chance to look at the order before the hearing,
22 so.

23 MR. SINGH: No, no problem, Your Honor. It's not
24 fresh in my mind either. We'll make sure it's in there in
25 case it's not. But I think we were trying to go out of our

1 way --

2 THE COURT: All right.

3 MR. SINGH: -- to make sure. We didn't intend to
4 prejudice her, of course.

5 THE COURT: Yeah, no, no, no, I appreciate that.

6 MR. SINGH: Yeah.

7 THE COURT: Very good.

8 MR. SINGH: Okay. Thank you, Your Honor, that's
9 really appreciated very important relief.

10 So, Your Honor, that brings us to the only
11 contested matter for today, which is the plan
12 administrator's 52nd omnibus objections to certain proofs of
13 claim that we sought to reclassify.

14 There's two claims, Your Honor, that are at issue.
15 It's the Liberty Home Equity Solutions' claims, as well as
16 the Finance of America Reverse LLC's claims.

17 Your Honor may recall, you know, we've discussed
18 these at a status conference before. While obviously
19 they're different claimants and different agreements, they
20 are represented by the same counsel who's on the line, but
21 also because the issues are pretty much identical, Your
22 Honor, I think for efficiency purposes it was discussed that
23 we would go forward today with these claims on a motion to
24 dismiss standard.

25 The plan administrator's view is that, you know,

1 Your Honor can dismiss these claims based upon the filed
2 claims and pleadings and arguments we'll talk about today.
3 But if, you know, that was not the case and we needed to
4 have discovery or evidence, et cetera, you know, the matter
5 would be adjourned and the parties would confer on some sort
6 of discovery schedule and return back to Your Honor for
7 whatever else needed to be addressed.

8 THE COURT: All right. That's fine.

9 MR. SINGH: Thank you, Your Honor.

10 Yep, so, Your Honor, from the plan administrator's
11 perspective, you know, we think -- just to sort of summarize
12 the facts, the basic facts of the two claims. Finance of
13 America, you know, both parties were both Finance of America
14 and Liberty Home had prepetition agreements, sets of
15 agreements with RMS, Reverse Mortgage Solutions, one of the
16 debtors in these Chapter 11 cases.

17 RMS was the servicer on various reverse mortgage
18 loans that were loaned by Finance of America or Liberty Home
19 pursuant to those prepetition contracts.

20 Those agreements at various points were all set to
21 expire, you know, on their term during the case. The
22 parties entered into extensions of the terms of the
23 prepetition contracts.

24 Specifically, Your Honor, we entered into four --
25 RMS entered into four post-petition extensions during the

1 case and Liberty Home entered into two post-petition
2 extensions during the case. And we provided, Your Honor,
3 the forms of those extensions were attached to the plan
4 administrator's objection.

5 With respect to Finance of America the debtors
6 collected approximately \$4.4 million in post-petition fees
7 and Finance of America is asserting \$14 million for alleged
8 breaches that occurred during the post-petition, but pre-
9 rejection period.

10 And with respect to Liberty Home, the debtors
11 collected about \$100,000 in post-petition fees, and the
12 assertion by Liberty Home a similar breach of contract post-
13 petition is the 4.15 -- is \$4.15 million.

14 Your Honor, and just -- I think you know this from
15 the papers, but just to be clear, you know, the only amounts
16 we're really talking about, or the period we're talking
17 about is post-petition, so post-filing and pre-rejection is
18 essentially the effective date.

19 So essentially the post-petition period which is
20 when the parties were engaged and Finance of America and
21 Liberty Home are not sort of seeking anything beyond the
22 post-effective date damages. They're alleging that during
23 that post-petition period RMS sort of failed to comply with
24 the contract and caused various losses, damages, et cetera
25 and that those losses and damages during that period should

1 be afforded administrative expense priority treatment.

2 These contracts were not assumed, Your Honor, I think
3 there's no dispute about that.

4 So, Your Honor, a couple of things. Obviously
5 Your Honor knows the legal standard well, you know, the
6 administrative expense claims are narrowly construed. The
7 claimants are here, they bear the burden of proof to
8 satisfy, you know, we believe a two part test, they need a
9 transaction with the estate and real and actual benefit.

10 And I'll come back to this a little bit, Your
11 Honor, but you don't get an admin claim for a creditor's
12 loss. Typically the rule is, right, everything is
13 prepetition, you can't have an admin claim on a prepetition
14 contract for the creditor's loss. It's only the benefit to
15 the estate so as to prevent a windfall to the debtors.

16 So how did the claimants try to argue that they
17 don't have, you know, that they get an admin claim on a
18 rejected contract.

19 So first they say well, these are new contracts,
20 right, we entered into post-petition agreements, these one
21 pagers that continue to extend the relationship between the
22 parties. Those are all constitute new post-petition
23 agreements, and therefore, when you have a post-petition
24 contract and all the authority the plan administrator has
25 cited about a prepetition contract sort of continuing during

1 this pre -- post-petition pre-rejection phase and, you know,
2 foreseeability, et cetera, all the issues that Your Honor is
3 familiar with and wrote about in the Sharma decision are not
4 applicable.

5 We've got a new contract and therefore, everything
6 is post-petition and we get a hundred cent administrative
7 expense claims. But, Your Honor, if you look at the
8 agreements and you look at -- and the plan administrator's
9 arguments that we've summarized and the case law, right, I
10 mean, there is a couple of cases that is right on point
11 here, that's just not accurate.

12 You know, the one page extension agreements on
13 their face, they all say we are extending the existing post-
14 petition agreements. They don't have any of the other terms
15 that you would see --

16 THE COURT: And I'm sorry, you said -- I'm sorry,
17 Mr. Singh.

18 MR. SINGH: Yes, Judge.

19 THE COURT: You're extending the existing
20 prepetition agreements, right?

21 MR. SINGH: Oh, yes, I'm sorry, I misspoke, I said
22 post-petition, I apologize, Your Honor.

23 THE COURT: That's what I thought you said. Okay.
24 All right.

25 MR. SINGH: Yes, thank you for correcting me,

1 Judge.

2 They're extending the prepetition, you know,
3 contracts of the parties. These are the one pagers, they
4 refer to the prepetition contracts, they actually say in
5 them we are extending those agreements. They don't have any
6 of the other terms, you know, that you would expect to see
7 in a servicing contract. And, Your Honor, the servicing
8 contracts were not made available to you because they were
9 confidential. Frankly, you know, they weren't filed with
10 the proof of claim, and to respect the confidentiality
11 issues, we don't think you need to sort of take a look at
12 them, but they're very clear that there's no other terms
13 being incorporated.

14 And if you read the Crystal Apparel decision and
15 you read the Bush Industries decision, you know, that's
16 exactly what they say. They say extensions, these are not
17 new contracts, you know, similar situations where you've got
18 an extension of an existing prepetition contract. You know,
19 that is not sort of converting the entire prepetition
20 obligation in relationship between the parties into a post-
21 petition administrative expense obligation.

22 And actually, Crystal Apparel even goes a little
23 bit further and says, you know, even if you -- even if these
24 were somehow new contracts, you know, the bankruptcy court
25 would have been required to approve them as outside of the

1 ordinary course.

2 You know, converting a prepetition liability into
3 post is absolutely something that requires Court approval,
4 even if in the ordinary course as to some of those issues,
5 you know, the businesses would have been doing those on a
6 regular basis within the industry, it's sort of the familiar
7 test we all know, because it's going to upset the apple
8 cart, right.

9 And, Your Honor, to think about this, it's a full
10 context. There are -- RMS all it had was servicing
11 agreements, that's what we did, that was our business. So
12 if we were going to convert one of those or two of those
13 here into post-petition obligations for breaches, there's
14 really no reason why, you know, we wouldn't have converted
15 or, Your Honor, you know, sort of this going up a slippery
16 slope where others, you know, would also not have been
17 converted because that -- and that really would upset the
18 sort of apple cart in terms of feasibility in the plan and
19 estimating administrative expense claims and fairness to
20 creditors.

21 So I think, you know, based upon those two issues,
22 I mean we don't think on their face these extensions are new
23 post-petition contracts. And even if they were, they're
24 void as post-petition contracts because, Your Honor, they
25 were not Court approved.

1 THE COURT: Let me -- I'm sorry to interrupt you,
2 Mr. Singh, I'm sorry to interrupt you.

3 Let me just ask you a question. In Crystal what
4 you had, right, was that you had a situation where there
5 were a number of individuals who had employment agreements
6 and there was in the agreement, there was a -- there were
7 provisions that directly address severance, and maybe the
8 severance payment would be a year or something like that.

9 There were a couple of folks who had other
10 agreements, additional agreements, the -- what the Court
11 referred to as the golden parachute agreements. Am I
12 remembering that right?

13 MR. SINGH: Exactly, Judge, yes, you are.

14 THE COURT: Okay. And then post-petition what the
15 debtor did is it said, look, I'm going to continue to
16 perform under your prepetition contracts, but the debtor
17 didn't address the parachutes, the parachute agreements; is
18 that right?

19 MR. SINGH: That's right.

20 THE COURT: Right. And then what the bankruptcy
21 court determined in the first go around is that the -- it
22 was Judge Abram rejected the claim, the claims that were
23 asserted under the parachute agreements and determined that
24 I guess what she was -- she determined is that they weren't
25 part of the agreements that were being performed post-

1 petition and they were out of the ordinary course and so the
2 debtor couldn't have entered into them post-petition. And
3 that on appeal before the remand, the Court questioned
4 whether or not the bankruptcy court had properly analyzed
5 the ordinary course aspect of it.

6 Is that -- am I remembering that correctly?

7 MR. SINGH: That -- yes, you are, Your Honor. She
8 effectively sort of treated them as two separate obligations
9 under --

10 THE COURT: Right.

11 MR. SINGH: -- yes, that's correct.

12 THE COURT: Right. And so then when the Court
13 took another look at them, what the Court determined again
14 was that they were not part of expressly dealt with in the
15 post-petition and that the -- and again, the Court
16 determined that the debtor could not have entered into those
17 agreements in the ordinary course given the -- you know, the
18 amount of severance, et cetera; is that right?

19 MR. SINGH: Yes, Judge.

20 THE COURT: And so -- I think -- so what you're
21 saying is here, there definitely -- you're saying they're
22 not post-petition agreements because you look at the plain
23 language of the extensions and they're not part of it,
24 they're just -- the -- I'm sorry, the extensions provide
25 very clearly that they're not intended to be new agreements.

1 The extensions contemplate that maybe there will be
2 agreements in the future, but they're not, and they're not
3 novations, et cetera. So they're not new agreements.

4 And the alternative argument is even if you wanted
5 to look at that and say well, they intended to do that, or
6 you could interpret it to say that they are new agreements,
7 the debtor never got authorization to enter into the
8 agreements. And these are not ordinary course agreements,
9 given where the status of where the case was at post-
10 petition, the fact that they were moving towards selling the
11 assets, et cetera, and that to enter into an agreement post-
12 petition that might have the kind of potential for damage
13 claims that have been asserted, that's just not something
14 they could have done in the ordinary course.

15 MR. SINGH: That's exactly right, Your Honor,
16 that's exactly our argument. And it is, as you note, Judge,
17 in the alternative because I think, you know, if you really
18 do --

19 THE COURT: Yes, yes.

20 MR. SINGH: -- look at the first piece, you really
21 don't need to get to were they ordinary course, were they
22 not. I mean, I think that both issues go in the plan
23 administrator's favor. But, you know, they're plain on
24 their face these agreements that these were not new
25 agreements, they were extensions.

1 And, Your Honor, I mean, not that you even need to
2 go there but it's pretty typical. I mean in a lot of
3 situations when you have contracts expiring, parties to give
4 the debtor additional time to assume or reject or frankly to
5 have a smooth either transition or continued dialogue, you
6 know, these types of extension agreements and Courts have
7 considered them happen, right, in Chapter 11 matters to give
8 folks additional time.

9 I mean, I think if you were all of a sudden -- you
10 know, that situation was converted to well every time you do
11 that, you've all of a sudden sort of opened yourself up to
12 administrative expense claims, I think that would be very
13 inconsistent with Chapter 11 practice. But certainly
14 specifically what the intention of the parties was here.

15 THE COURT: Right. And I understand that and I
16 understand the arguments in the alternative --

17 MR. SINGH: Right.

18 THE COURT: -- I just wanted to make sure I was
19 clear --

20 MR. SINGH: Your Honor, you've got it exactly
21 right. You've got it exactly right as to the plan
22 administrator's position.

23 THE COURT: Okay. And I interrupted you because -
24 - I interrupted you because you were --

25 MR. SINGH: No, that's totally fine, Your Honor.

1 So really what does that mean, right, so in our view these
2 are not post-petition agreements.

3 THE COURT: Right.

4 MR. SINGH: So now what happens, what do we do?
5 So we think, Your Honor, where you are or where the
6 claimants are is these are prepetition contracts, executory
7 contracts that were continued, you know, that were sort of
8 ongoing, unassumed during the post-petition period.

9 The debtor was performing, it was paid a servicing
10 fee and now there's an allegation of damages that occurred
11 during that post-petition period. And we think the case law
12 is very clear and really starts with -- it includes Your
13 Honor's Sharma decision that we cited, as well as the
14 authority that you cited there that says, look, you've got a
15 prepetition contract with the party with a debtor, damages
16 arising from that continue to be prepetition, particularly
17 if they're breach damages, because that's all foreseeable at
18 the time you execute the agreement.

19 Administrative expenses are narrowly construed and
20 it would be inconsistent with that authority to say well,
21 all of a sudden because you've got a breach allegation that
22 for something that happened post-petition that, you know,
23 all of those claims for breach become post-petition
24 administrative expense claims. That's just not the rule.

25 What they do get, right, and so that, you know,

1 sort of not unfair to the claimant, if you did confer a
2 benefit on the estate during the post-petition period,
3 that's the analysis, you had an inducement by the debtor and
4 there was conference of a benefit, a specific concrete
5 benefit to the estate.

6 And again, Your Honor, the law is not that it's --
7 you know, if you confer a benefit on the estate as the
8 claimant suggests, then all of a sudden everything under the
9 contract as long as I get like an ounce of benefit in there,
10 I can allege all -- you know, \$15 million here or more for
11 breach because I've conferred a benefit and therefore,
12 everything is now administrative. No.

13 It's only to the extent of that limited benefit
14 that you can get an administrative expense claim. And the
15 Enron decision they cite says exactly that, where the Court
16 goes through -- this was sort of the case in the contracts
17 where the contract counterparty was reserving space, you
18 know, for pipeline. And the Court said well the only -- you
19 know, you didn't actually do anything, so you don't get an
20 administrative expense claim for that. And there was two
21 instances specific where, you know, the debtor sort of
22 called upon you to provide services for those two instances,
23 they're willing to pay you and you get an admin claim, but
24 not for everything under the contract. That would really be
25 inconsistent with the authority.

1 So, Your Honor, you know, from our perspective,
2 you know, that's the law. That contract is not enforceable
3 against the estate, you know, during that pre-rejection --
4 post-petition pre-rejection period. And all they get at
5 most is the value of the benefit conferred on the estate,
6 which I submit to Your Honor is the fees, \$4.4 million and
7 \$100,000. That's the best case scenario they can get, Your
8 Honor.

9 And I'm not offering that up, but what I'm saying
10 is that's the best case scenario what they can get, and we
11 submit that, you know, they've gotten sort of compensated
12 and the estate has not been unjustly enriched, and there's
13 been no allegation, right, that there was an unjust
14 enrichment to the estate for whatever reason based upon the
15 claimant's actions here.

16 They haven't complained that those fees were
17 unfair. They're just saying, look, our breach claims all of
18 a sudden should be treated as administrative expense claims.

19 Your Honor, one other factual point I'd like to
20 note with respect to all of this. You know, in a lot of
21 situations you might hear -- or you might hear here
22 unfairness, right, there's unfairness because we were locked
23 in with the debtor, we couldn't do anything, and now they
24 breach so they've caused all these damages, and you know, we
25 couldn't have terminated if we wanted.

1 Well, the facts here are very different, right.
2 This -- these contracts expired on their own terms during
3 the post-petition period, but for these extension
4 agreements. Nobody forced the claimants to extend to do
5 business with the debtor, nobody put a gun to their head.
6 They actually had more optionality than any other executory
7 contract counterparty, they could've just said, you know, we
8 don't want to do business with the debtor.

9 There's nothing that would have required us to
10 extend those agreements, but they chose to do these
11 extension agreements and they shouldn't be surprised now
12 that sort of the repercussion of those extension agreements
13 was that if you had damages alleged, et cetera, those would
14 be prepetition, that's the law, and you only get an admin
15 claim for the benefit conferred, specific benefit conferred
16 on the estate, they haven't alleged otherwise.

17 Your Honor, that's -- I'm happy to answer any
18 other questions, and of course if it's okay with Your Honor
19 I'd like to reserve time for any rebuttal, but that's the
20 plan administrator's argument.

21 THE COURT: Right, no, I don't have any questions
22 about that, but just refresh my recollection please, and
23 these are contract claims. If it was a tort claim, if the
24 post-petition the debtor had done something that gave rise
25 to an injury, a tort action, would that be entitled to

1 administrative expense priority?

2 MR. SINGH: Yes, Your Honor, that would but --

3 THE COURT: And I appreciate that's not what you
4 have, but -- I'm sorry to interrupt you.

5 MR. SINGH: I'm sorry, Your Honor, I thought you
6 were finished. Your Honor, yes, that would be -- if there
7 was a tort, you know, that would be an administrative
8 expense claim. But there's a specific, you know, the
9 Supreme Court created exception under the Redding line of
10 cases that sort of, you know, there's a presumption that
11 when you have a tort on the -- I think Redding, my
12 recollection was there was, you know, a fire, you know, at
13 one of the facilities that was owned by the debtor and
14 people were injured. And the argument was well, there's no
15 benefit conferred on the estate, you know, from these
16 individuals. And I think the Supreme Court in Redding made
17 a specific exception for tort cases and said, well, you
18 know, that just isn't right, that's unfair, that's
19 inequitable, et cetera and there's going to be a presumption
20 of benefit to the estate in those situations, so people
21 aren't harmed from the ongoing operation.

22 But that's a tort that's very different, in that
23 the specific Supreme Court created exception to the ordinary
24 benefit conferred standard that's required under Second
25 Circuit, and I would say, you know, pretty much across the

1 country (indiscernible) how you get an admin claim normally,
2 especially with respect to an existing contract.

3 THE COURT: All right. Thank you.

4 MR. SINGH: Thank you, Your Honor.

5 THE COURT: Mr. Rich.

6 MR. RICH: Thank you, Your Honor. May it please
7 the Court, Robert Rich, Hunton Andrews Kurth LLP on behalf
8 of Finance America Reverse LLC and Liberty Home Equity
9 Solutions, Inc.

10 Counsel spent a lot of time talking about the
11 post-petition agreements, but I want to start by talking
12 about how administrative claims are treated with respect to
13 prepetition agreements, because I think that alone resolves
14 the issue today.

15 It cannot be the case, as the plain administrator
16 argues, that the debtor's post-petition but pre-rejection
17 breach of an executory contract can never give rise to an
18 administrative claim.

19 Were that the rule, debtors would be able to force
20 contract counterparties to perform under a contract post-
21 petition while the debtors freely breach that contract prior
22 to assumption or rejection, without creating any
23 administrative claim liability.

24 Without the rule, there would be no incentive for
25 a debtor to ever reject a contract until the end of the

1 case, since they would know their failure to perform would
2 always be rendered a general unsecured claim.

3 And it isn't the rule. In fact, the Second
4 Circuit in Unishops which we've cited in our brief states
5 that it's settled law that a claim arising under an
6 executory contract is entitled to administrative priority if
7 assumed, or if the debtor receives benefits under it. Some
8 courts say that they ratify it.

9 In other words, if the debtor continues to receive
10 the benefits under a contract it must also bear the burdens
11 or obligations imposed under the contract. That's a quote
12 from this Court's decision in Texaco, 254 B.R. 536, 2000
13 case.

14 And that case involved an oil lease, and there was
15 a dispute about whether that lease was assumed or rejected.
16 But the Court said it doesn't matter for purposes of
17 determining administrative claim priority.

18 If the debtor continued to operate and derive all
19 the economic benefit from the lease, then it retained all
20 the obligations and burdens under a lease. In that case,
21 the burdens were clean-up costs, certainly wasn't something
22 that benefitted the estate. Because when you're looking at
23 prepetition contracts, when you're looking at the benefit,
24 you look at it at the time of the contract.

25 At the time of the contract does this transaction

1 benefit the estate. That's how the Courts look at request
2 to enter into post-petition contracts generally when brought
3 to court's attention for approval.

4 And the debtor in Texaco made an argument very
5 similar to the argument being made right here by the plan
6 administrator, that clean-up costs fall within the fair
7 contemplation of the prepetition agreement.

8 But the Court found that it was utterly
9 unrealistic to say that claims for breach of this
10 obligation, when arising out of post-petition actions by the
11 debtor could be deemed to be prepetition claims.

12 Now here, the debtors ratified the subservicing
13 agreement pursuant to which we've asserted our claims. They
14 could have rejected them at the outset of the case. Instead
15 they made the determination that it was worth performing
16 under the agreement and earning servicing fees throughout
17 the Chapter 11. And so they have to bear the burden of
18 performing in accordance with that agreement.

19 None of the cases cited by the plan administrator
20 involve a situation where the debtor ratified and accepted
21 benefits under a prepetition executory contract prior to
22 rejection.

23 I know counsel cited Your Honor's recent decision,
24 the Sharma decision, where the borrower raised counterclaims
25 in a foreclosure action that was commenced post-

1 confirmation. But that involved a mortgage loan, not an
2 executory contract that the debtor would have ratified
3 accepted performance.

4 The same with the Ogle v Fidelity Deposit Co., a
5 Merrill case, which that one involved charity bonds. The
6 ratification issue comes up a lot in retail bankruptcy
7 cases. A lot of times there's a substantial amount of
8 prepetition purchase order, these are prepetition contracts
9 for goods to be delivered post-petition.

10 And as Courts regularly recognize, if the Court --
11 if the debtors still want the goods and accept them, then
12 those are administrative claims to pay those invoices.

13 Now, the plan administrator --

14 THE COURT: I'm sorry, I apologize, Mr. Rich, I
15 apologize for interrupting you.

16 You say that the agreement was ratified. What do
17 you mean by that, and I didn't see the -- and I don't
18 remember seeing that argument in your papers, I'm not saying
19 it's not there, but when you say it's ratified, what do you
20 mean?

21 MR. RICH: I mean that the debtor voluntarily
22 accepted performance. And here, the debtors they wanted to
23 service, they continued servicing, they continued accepting
24 payment under these contracts. Like a purchase order where
25 the debtor, you know, they desire to take the goods, instead

1 of canceling the purchase order.

2 THE COURT: What -- excuse me. I'm sorry to
3 interrupt you. What's the difference or is there a
4 difference between ratifying an agreement and assuming the
5 agreement?

6 MR. RICH: Well, when you ratify the agreement
7 you're not assuming all the obligations going forward,
8 you're just -- you're assuming the burdens while you're --
9 for the period while you're accepting the benefit. And it's
10 valuable to a debtor, I'm sure it was valuable here as they
11 were, you know, going forward with the Chapter 11 case, made
12 the business decision that we want to continue servicing
13 these loans in exchange for our fee. We could have rejected
14 it, and we could have stopped our servicing obligations, but
15 they decided there was a net benefit to the estate by doing
16 so.

17 Once they made that decision --

18 THE COURT: Well, wait, excuse me, they didn't
19 force the -- the debtor didn't force themselves on your
20 client and the other thing is, the Unishops ratification
21 case, the cases you cite, Unishops and Texaco, are you
22 saying that -- are those cases in which the Court said your
23 post-petition actions ratified the agreement? And maybe I -
24 - excuse me, excuse me, if my focus on this is misplaced,
25 just let me know. I'm just trying to make sure I understand

1 the argument.

2 MR. RICH: No, Your Honor, I don't think it's
3 misplaced. I'm using the term ratified. I think in those
4 decisions you'll see that the term -- the term they use is
5 typically the debtor accepted benefits under the agreement,
6 you know, voluntarily chose to accept benefits or continued
7 performing. You know, and I'm using the term ratified.
8 But, yes, both those -- in those cases, that is what
9 happened I believe in the first case, the Unishops case,
10 there was an employment agreement and they continued to have
11 that person employed and continued rendering services.

12 In Texaco it was an oil lease, but yeah, the point
13 is that they're accepting the performance and my analogy to
14 (indiscernible) involving purchase orders is because there
15 were a couple of cases cited by the plan administrator in
16 support of his position, and I wanted to distinguish those.

17 Because the two cases he cites Calder (ph) and
18 Bradley Stores (ph) were purchase order cases, but the
19 debtor canceled the purchase orders, meaning they didn't
20 accept performance under those contracts. And that's why
21 the Court in those cases held that they're not
22 administrative claims. It's completely different from --
23 you know, from those types of cases where the debtor says,
24 no, we want those goods, send them, we'll perform, even pre-
25 assumption or rejection. And so that was the point I was

1 making on those.

2 And so we submit that that resolved the legal
3 question today. There's no dispute that the debtors
4 performed and accepted performance under subservicing
5 agreements pending assumption and rejection.

6 We've asserted claims for post-petition --

7 THE COURT: Excuse me, excuse me, so the debtors
8 performed, by that you mean, you said, RMS continued to
9 service the loans, right?

10 MR. RICH: Yes. Continued to service and accept
11 the fees.

12 THE COURT: Right.

13 MR. RICH: And, Your Honor --

14 THE COURT: Excuse me. And that they accepted
15 performance, I'm sorry, that they accepted performance, what
16 does that mean?

17 MR. RICH: It means that they accepted the fees
18 that, you know, they were being paid fees for doing this
19 performance and they accepted it. And I think they very
20 well did, you know -- it did it in some ways force us as far
21 as the prepetition agreements go to continue this
22 arrangement.

23 Had we said, you know, had we said you know what,
24 you know, you're in bankruptcy, we want to go -- we're going
25 to go with a different servicer, don't service anymore,

1 we're not going to pay you. The first thing we were going
2 to get hit with was a breach of contract claim because, you
3 know, courts recognize just because a party's in bankruptcy
4 doesn't let us get out of the contract, you know, pending
5 that assumption and rejection.

6 So I strongly disagree with the notion that, you
7 know, we were sort of -- could have just left this
8 arrangement at any time that we wanted.

9 I do want to address the post-petition agreement
10 issue, you know, I think that --

11 THE COURT: Sure.

12 MR. RICH: -- for the reasons that I said that the
13 Court finds that, you know, these are just continuations of
14 a prepetition agreement it's still administrative priority.
15 So we don't feel that the Court needs to get to this, but
16 even if a post-petition breach of a prepetition contract
17 could never be an administrative claim, as the plan
18 administrator argues, most of our claims are under these
19 post-petition extension agreements.

20 I don't think there's any dispute that breach of a
21 post-petition contract is entitled to administrative
22 priority. We've cited some cases, and I didn't hear
23 anything to that.

24 I want to address the two arguments that counsel
25 made in support of the contention that even -- that claims

1 under these extension agreements were not entitled to
2 priority. First is the argument that they were not --

3 THE COURT: I'm sorry, I'm sorry, I'm sorry, Mr.
4 Rich, I apologize. What you're saying, the -- when you're
5 talking about the post-petition -- the performance under the
6 agreement and you said I've already talked about those
7 cases, that's Unishop and those cases?

8 MR. RICH: No, I think we just -- I don't have it
9 at my fingertips, we just cited some cases just for the
10 general proposition that breach of a post-petition contract
11 is entitled to administrative priority.

12 I didn't think --

13 THE COURT: Oh, oh, I'm sorry, I'm sorry. Breach
14 of a post-petition contract, okay, I'm sorry, go ahead.

15 MR. RICH: Yeah, I was just using that as the
16 starting point. And --

17 THE COURT: Sure.

18 MR. RICH: -- the plan administrator's first
19 argument for why that doesn't apply here is because the
20 extension agreements are not actual contracts, right. He
21 says these are just short, you know, one pagers that should
22 be considered part of the prepetition agreements, not
23 standalone contracts.

24 But when a contract rises is a matter of
25 applicable non-bankruptcy law. And state law makes very

1 clear that a modification to material terms of the contract,
2 such as the term, the contract term itself constitutes a new
3 agreement.

4 And whether that, you know, that new modification
5 simply incorporates terms by reference, which they do here,
6 you know, in another agreement or actually restates all
7 those terms in some long document, isn't of any consequence.

8 And the two cases cited by the plan administrator
9 don't hold otherwise. Now, I'd like to talk about those.

10 The first is the Bush Industries --

11 THE COURT: Well, let me just ask you, I'm sorry
12 to interrupt you. You've got two extensions that say these
13 aren't new agreements. And the State of Delaware, and New
14 York State law that you cited to in looking at those cases I
15 don't think they support the proposition that if I'm
16 modifying the agreements and I expressly state that it's not
17 a new agreement, and that it's not a novation, et cetera,
18 that that nonetheless is a new agreement.

19 I didn't read those cases that way, and if I've
20 misread them, just let me know and I'll look -- of course,
21 I'll look at them again. I understand the argument, you
22 looked to state law, I just didn't think the cases you've
23 cited support the proposition that when the language in the
24 modification expressly addresses that it's -- whether it's a
25 new agreement and says it's not a new agreement, that that

1 somehow can be treated -- it could be interpreted to mean
2 that it is a new agreement.

3 MR. RICH: Uh-huh. No, Your Honor, I believe
4 those cases do hold that a modification is a new agreement.
5 I don't think you can change the legal, you know,
6 characterization of a contract, you know, just by the terms
7 of the contract itself.

8 You know, candidly --

9 THE COURT: No, no, wait, I'm sorry. Wait, wait,
10 Mr. Rich, again I apologize for interrupting you, and I know
11 it's hard over the phone, so again I apologize.

12 You're saying that if you are party to an
13 agreement with a counterparty, you agree to modify the
14 agreement, but you expressly state, look, we're modifying
15 the existing agreement, this is not a new agreement, that
16 state law supports the proposition that that is a new
17 agreement? Notwithstanding the --

18 MR. RICH: Yes.

19 THE COURT: -- terms of the agreement? Okay.

20 MR. RICH: Yeah. Yes, I think that under New York
21 and Delaware law, you know, that is the rule, that you can
22 incorporate the terms, but that the modification does itself
23 constitute a new -- a newly formed agreement, newly formed
24 meeting of the minds of the parties.

25 And candidly when we wrote the brief, I didn't

1 think that this was necessarily going to be the -- something
2 that was in much dispute and, you know, but there are a
3 number of other cases in New York and Delaware that would
4 support that, you know, a modification to a material term is
5 a new contract.

6 Otherwise, you know, parties would be able to come
7 up with any agreement and just say we're modifying some
8 prior agreement, and that would never be a new contract.
9 You know, that doesn't seem right to me and I don't think it
10 is under the case law.

11 THE COURT: Well, except that if you're talking
12 about the significance -- I mean, you know, as you point
13 out, the general proposition of breach of a post-petition
14 agreement gives rise to administrative expense claim. That
15 certainly has very significant impact.

16 MR. RICH: It does. I think --

17 THE COURT: You -- I think what you're saying is,
18 irrespective of what's in the agreement that purports to
19 modify a prepetition agreement irrespective of the terms of
20 that, any modification of a prepetition agreement that
21 arises -- that occurs post-petition makes it a post-petition
22 agreement. Irrespective of the --

23 MR. RICH: Yes.

24 THE COURT: -- terms of the agreement. Okay.

25 MR. RICH: I think if it's a modification of

1 material terms, such that it is a new contract under state
2 law, then yes, that would make it a new contract, you know,
3 in whatever period you're in. If you're post-petition and
4 you do that, I would submit that that's a post-petition
5 contract at that point.

6 THE COURT: And it's a modification -- I think you
7 said a modification of the material term. What was the --
8 what's the modification of the material terms here?

9 MR. RICH: Here, it would be the term of the
10 contract. Without this modification, the contract goes
11 away, I mean, it's over. And so I think it, you know, in
12 some ways is extremely material. It's the entire -- you
13 know, continuation of the entire contract --

14 THE COURT: Got it.

15 MR. RICH: -- for --

16 THE COURT: Okay.

17 MR. RICH: So let me talk about the two cases the
18 plan administrator cites. The first was Bush Industry, that
19 case involved a tri-party agreement. And the issue was
20 whether the agreement, whether a new agreement, a
21 modification agreement it was signed by only one of the
22 parties.

23 The issue was whether that was a modification to
24 the old agreement, or if that was a new agreement. And that
25 characterization was significant under the particular facts

1 of that case, because the old agreement provided that it
2 could be modified on -- it could -- modified by a writing
3 signed by only one party. And so it was not a modification,
4 it would need to be signed by all the parties to be binding,
5 just as normally is the case when you're entering a
6 contract.

7 But the opinion did not address the issue of
8 whether the modification itself is considered to be a new
9 meeting of the minds, new contract. That just wasn't the
10 issue.

11 The issue was whether this modification, whether
12 you consider it a new contract or not, falls within that
13 language that allows a modification by only one party.

14 And the other case, the Crystal Apparel case, I
15 know we spent some time talking about, prepetition
16 employment agreements with the golden parachute, the
17 claimant argued that the extension agreement was just part
18 of the prepetition agreement rather than a standalone new
19 contract that required approval.

20 The Court did not hold either way, rather it held
21 that whether the agreement was a separate contract or merely
22 part of the old prepetition contract didn't change the
23 outcome here. Specifically because the debtor didn't, what
24 I call ratify or accept performance under the new agreement.

25 In fact --

1 THE COURT: Well, they accepted performance of the
2 -- certainly accepted the performance of the executives.

3 MR. RICH: Right. But I believe in that case, I
4 think that the debtor specifically sought Court approval of
5 the provisions that were at issue and hadn't at that point,
6 you know, accepted them or ratified them. In fact, they
7 were challenging them.

8 THE COURT: Uh-huh. Okay.

9 MR. RICH: The second argument that the extensions
10 are not ordinary course and so bankruptcy court approval is
11 required else they're void.

12 I mean, we would -- again, we don't need to get to
13 this issue, but if we do, the entry into subservicing
14 agreements is purely ordinary course here. We -- I think
15 that's beyond the scope of a sufficiency hearing, but if we
16 had to make a factual record we would after appropriate
17 discovery. And there are a lot of things the docket would
18 point to, that in my view, make very clear that this was
19 ordinary course.

20 The debtor's contract schedules with hundreds of
21 servicing and subservicing agreements, including RMS'
22 schedules. The disclosure statement identifies that one of
23 RMS' primary functions is the subservice loan portfolios for
24 the benefit of third party credit owners or reverse loans,
25 that's exactly what they were doing here.

1 First day declaration states that RMS primarily
2 focuses on servicing and subservicing, reverse mortgage
3 loans, so you know, we would submit that, you know, entry
4 into these type of post-petition extension agreements is
5 ordinary course and it would make that record if we needed
6 to.

7 THE COURT: All right. But you did raise it in
8 your footnote.

9 MR. RICH: We did raise it, yes, sir.

10 THE COURT: Right, okay.

11 MR. RICH: So with that, you know, unless the
12 Court has more questions, Finance of America and Liberty
13 respectfully request that the Court deny the omnibus
14 objection to their administrative priority claims.

15 THE COURT: All right. Thank you. Mr. Singh.

16 MR. SINGH: Thank you, Your Honor. Your Honor,
17 I'll be brief.

18 Addressing -- I'll go in the order that counsel
19 went, so addressing first the issue, the legal issue raised
20 about well if you have a post-petition breach, you know,
21 that I think what I'm hearing is essentially -- regardless,
22 put aside the extension agreements and no matter what, the
23 post-petition breach because the debtor was accepting fees
24 have to be treated as hundred cent claims.

25 And, Your Honor, I think if that's right that has

1 huge implications for Chapter 11 practice, because
2 particularly in this case, forget Chapter 11 practice, just
3 focus on RMS, we were parties -- this is what RMS did,
4 right, it's a servicer of the loan.

5 And so essentially what counsel is saying is any
6 time somebody on that -- you know, on a servicing agreement
7 alleges a breach, even though the debtor didn't assume the
8 contract, if that breach occurred post-petition pre-
9 rejection, those are all administrative expense claims.

10 And, Your Honor, I think that would be a huge
11 impact on this debtor, the feasibility of the plan at the
12 time, and certainly at the time of confirmation when Your
13 Honor considered those issues. And certainly the
14 expectations and fairness to the parties of the bankruptcy
15 process.

16 Right, I mean, the cases that we've cited and the
17 case law in Sharma, et cetera that Your Honor relied on, all
18 sort of goes to the issue of creditor fairness. You know
19 why is -- why are administrative expenses and priorities
20 narrowly construed? Well, that's because, you know, another
21 dollar to an administrative priority creditor is another
22 dollar that doesn't go to another creditor, right, it's not
23 just sort of a debtor engaging in normal business practice
24 and it has no implications. It has implications throughout
25 the entire bankruptcy sort of picture for all of the various

1 creditors.

2 And that's why, I think, Your Honor, that's not
3 the rule. I mean, frankly, you know, when counsel says it
4 can't be the rule that a -- you know, a debtor can sort of,
5 you know, breach a contract post-petition and not be held
6 responsible, well, I submit, Your Honor, that is the rule.

7 And I'm not saying, you know, an intentional
8 breach or fraud or tort or some sort of exceptions that are
9 there, you know, where lines are drawn. This is sort of
10 ordinary course, parties engaging in transactions, you know,
11 the debtor servicing, and now you've got a breach, you know,
12 sort of a run of the mill breach claim under a contract.

13 And, Your Honor, the law is that you can't have an
14 administrative expense treatment for that breach. What you
15 get is an administrative expense claim for the benefit
16 conferred.

17 Now, it's a little awkward here, Judge, because in
18 a lot of the cases that both sides cite and that, you know,
19 we're all sort of familiar with, you've got a situation
20 where, you know, somebody's providing a service or somebody
21 is providing a good to the debtor, so it's easy to say,
22 well, you know, did the debtor accept that good or did the
23 debtor not accept that good, or did the debtor accept that
24 service or did the debtor not accept that service.

25 And you can say, well, yeah, you did and so for

1 that particular service, you know, estate you pay as an
2 admin claim or for that particular good, and the rest of it
3 is prepetition. Here, it's a little -- it's sort of
4 flipped, right, because RMS is the service provider, and so
5 RMS collects fees in exchange for services it provides.

6 But I don't think that changes the law, Judge. I
7 mean, I think the law continues to be, even in that
8 situation that you get -- that you, claimant, can have an
9 admin claim for the benefit conferred. And here, you know,
10 the only benefit -- and, you know, they haven't sort of even
11 alleged this in specificity is, you know, there were fees
12 paid, and so we think they've been satisfied, you know, sort
13 of gotten their consideration for those fees but that's
14 really it.

15 And the cases that counsel cited, right, Unishop
16 and Texaco, I'm glad he raised those because I meant to
17 raise them in the beginning, but I want to come back to
18 them.

19 Unishop, Your Honor, let's start there, that's a
20 Bankruptcy Act case, right, I mean, it doesn't even talk
21 about the applicable two part standard of administrative
22 expenses. It just says, you know, the debtor is responsible
23 if it gets a benefit, you know, to the debtor.

24 And I think as Your Honor knows, the
25 administrative expense standard has largely changed since

1 then. I mean, you've got Second Circuit decisions in
2 McFarland and so on and so on that say, no, it's a two part
3 analysis, we construe administrative expenses very narrowly.

4 And so Unishop really is not really relevant here
5 at all to this issue. It's an Act case, and it's not like
6 we don't have tons and tons of authority under the
7 Bankruptcy Code for how you deal with administrative
8 expenses, and how you deal with this specific issue.

9 The next case counsel talked about was Texaco.
10 Your Honor, I read this case a bunch of times, including
11 late last night, very confusing and long drawn out
12 procedural history that Judge Harding goes through in
13 painful detail, because there was a number of issues going
14 on there.

15 But I don't think the debtor -- first of all, the
16 issue was more about whether certain claims were discharged
17 under the debtor's plan and what type of notice was given to
18 counterparties about assumption, was it even appropriate, et
19 cetera. And so really that case turned on the merits of --
20 or sort of -- or on the equities and not necessarily on this
21 particular issue of, you know, do you get an admin claim for
22 post-petition pre-rejection damages.

23 There was an issue on whether the contracts were
24 rejected at all because they may not have even been
25 executory. But the issue that the Court was focused on

1 there was post-effective date, you know, for ten years or so
2 the debtor performed or, you know, got billions of dollars
3 in revenues in Texaco from the leases, the ground leases
4 that were at issue and then were saying, you know, I don't
5 have to comply because I left these behind in bankruptcy.

6 Very different than what we're talking about here,
7 Judge. And, you know, counsel says we don't have authority.
8 I submit we do have authority, right on point. Look at
9 Crystal Apparel, look at Bush Industries. I mean Crystal
10 Apparel pretty much exactly what happened here, right.

11 You've got an extension agreement of a prepetition
12 contract, and the counterparty in that case it was
13 individuals who had their employment agreements extended.
14 In this case, it's the claimants here who have their
15 servicing agreements, you know, the time period extended,
16 saying well, you know look, that means that you have now
17 sort of converted, you know, that you've converted my
18 prepetition claim under the parachutes and here's sort of,
19 you know, breach claims under the contract, you've converted
20 those to admin. Well, that's just not right. I mean
21 Crystal Apparel says no, that's not what happened.

22 And the other cases Enron, for example, you know,
23 it's cited by the claimants and we cite it as well, where
24 it's very clear, you know, there's a contract that says that
25 the sort of creditor in Enron was going to reserve pipeline

1 space and storage, et cetera for the debtor. They did that
2 and said well, that's an admin claim because we had an
3 ongoing contract, you didn't reject it, you did some things
4 to sort of induce me to continue to stay on, you suggested
5 you were going to keep it.

6 And the Court says well, no, you only get an admin
7 claim for the benefit conferred. It's very specific and
8 there was a few instances where the debtor used it, you get
9 paid for that and that's it.

10 So, Your Honor, I submit that, you know, the cases
11 cited by the other side are not applicable, ours are, and
12 they're very clear in terms of what the current state of the
13 law is on this issue. And, you know, I think if the
14 claimants are correct here, that has large scale
15 implications, not only for these claims, but for anybody
16 where we, RMS, or any of the other debtors continue to
17 service contracts during the post-petition period and then
18 ultimately rejected those contracts, because what counsel's
19 saying is, we should've been -- you know, we're held
20 responsible, right, we're sort of -- we have to continue to
21 perform our end of the bargain and be responsible for breach
22 claims. Well, that's just not the law.

23 Your Honor, to the issue of whether these were new
24 agreements --

25 THE COURT: I'm sorry, Mr. Singh --

1 MR. SINGH: Yes.

2 THE COURT: -- I apologize. I just want to go
3 back to one thing. The benefit conferred, so you're saying
4 they would get an administrative claim for any benefit that
5 they conferred on the estate.

6 MR. SINGH: Correct.

7 THE COURT: Right?

8 MR. SINGH: The maximum claim, yep.

9 THE COURT: Right. Here they pay the fee, they
10 pay the servicing fee. And are you -- so that is the
11 benefit that they conferred on the estate?

12 MR. SINGH: That's right, Your Honor.

13 THE COURT: And you would say, well, you got
14 services for that, so that you don't get a claim for -- what
15 do you just --

16 MR. SINGH: Yeah, let me be specific --

17 THE COURT: If you could --

18 MR. SINGH: -- Your Honor.

19 THE COURT: Yes.

20 MR. SINGH: What we're saying is, the maximum
21 benefit that they can -- they could have conferred here are
22 the payment of these fees, which aggregate to about four and
23 a half million dollars, I'm just combining them for this
24 discussion.

25 THE COURT: Right.

1 MR. SINGH: It would be, you know, per claimant of
2 course. That's the maximum benefit that they have
3 conferred.

4 Now -- so that's the maximum they are sort of
5 allowed to recover. Now you look at well, was the estate
6 unjustly enriched, right, I mean, that's the standard for an
7 administrative expense. You're not looking at was the
8 counterparty damaged, right, through the relationship,
9 you're looking at there shouldn't have been unjust
10 enrichment. And there's been no allegation of unjust
11 enrichment --

12 THE COURT: Right.

13 MR. SINGH: -- by saying, you know, hey, you've
14 got these fees, you didn't perform any services, et cetera,
15 and I should get my money back or set off or something.
16 There's just no allegation of that.

17 So what I'm saying, Your Honor, is they continued
18 to get services performed during the case, they -- which
19 permitted a smooth transition at the end of the case, you
20 know, the RMS contract was transitioned to a third party and
21 these things are not simple to transition as I think Your
22 Honor knows from your experience in these cases and
23 generally.

24 So they got those benefits already, and it's up to
25 them, they have the burden. They haven't alleged that they

1 didn't get, you know, reasonable compensation or that they
2 didn't get, you know, that the estate was unfairly
3 compensated here. And so I submit that that's all been
4 satisfied. So there's no -- you know, there is no admin
5 claim as a result.

6 THE COURT: Got it. Okay. Thank you.

7 MR. SINGH: Thank you, Your Honor.

8 Your Honor, then just really quickly on, you know,
9 to the other issue on whether this is a new contract or, you
10 know, these extensions are a new contract or not. I think
11 the back and forth between Your Honor and counsel really --
12 and the questions you had were the same ones I was jotting
13 down as the conversation was happening.

14 But, you know, state law saying that, you know,
15 even if the agreement says it's not a new contract, but that
16 somehow could be a new contract notwithstanding what the
17 parties said, Your Honor is looking to determine or what's
18 being asked is to determine the intention of the parties.
19 You know, did the parties intend to enter into a new
20 contract.

21 I mean, how you can't take into -- you know, sort
22 of the face of the agreements really should be the end and
23 beginning of end of the sort of the analysis. They say
24 these are not new contracts.

25 And, Your Honor, I think your questions also --

1 it's not just -- you really hit on this, it's not just state
2 law that's implicated here, you have to put the bankruptcy
3 umbrella and context over it, right.

4 I mean, if these are new contracts, that's a huge
5 implication as I've been talking about for all creditors and
6 this estate generally, because now, you know, the bankruptcy
7 overlay of, okay, is this treated as an administrative
8 expense claim versus it is treated as a prepetition expense
9 claim is huge.

10 And so, you know, the parties weren't just sort of
11 entering into these types of extensions in a non-bankruptcy
12 context, it was within the overlay of Chapter 11 and, of
13 course, we were taking into consideration what would be the
14 impact of these claims. And to say that, you know, that
15 that's all sort of irrelevant and the Court doesn't need to
16 address that, Your Honor, I submit is just incorrect.

17 Your Honor, in terms of, you know, were there
18 material modifications, you know, does just changing the
19 term or extending the term constitute a material
20 modification, again, Your Honor, I think you can just look
21 at the agreements, right.

22 All we did was extend the dates. The parties
23 agreed to extend the dates. There's no change in the amount
24 of the fee, there's no change to the indemnification,
25 there's no change to the performance obligations of the

1 party. There's no change to reporting, I mean, nothing,
2 literally nothing has changed.

3 You know, these extension agreements which were
4 forms from the prepetition agreements, the parties said, all
5 right, let's go out another three months, let's go out
6 another month, whatever, and they signed those.

7 How that can be a new contract, Your Honor, even
8 under the state law analysis if you were to ignore
9 bankruptcy, which I submit, you know, the context of
10 bankruptcy which I don't think you can, Your Honor, I just
11 don't see it.

12 And then the final point, Your Honor, just in
13 terms of, you know, what's fair or not fair and counsel made
14 the point, well, you know, if we had just stopped performing
15 the debtor would have hit us with a motion to enforce the
16 automatic stay.

17 Well, not really, Judge, right, because the facts
18 are different here. If you've got a situation where the
19 contract hasn't expired by its own terms, and truly is
20 executory during the prepetition sort of during the post-
21 petition pre-rejection period, I agree with counsel, right.
22 The counterparty can't terminate, they have to perform, and
23 the debtor has the ability to enforce performance by virtue
24 of the automatic stay. But those weren't the facts here.

25 These contracts but for these extension

1 agreements, the prepetition contracts expired pursuant to
2 their own terms. So there was nothing that required the
3 claimants to continue to do business with the debtor. They
4 didn't have to execute these extension agreements. They
5 weren't subject to that, you know, line of law until they
6 executed these extension agreements, right. They could have
7 said, I mean literally they could have said I'm not
8 extending and the debtor can't sue for breach for a non-
9 extended term of a contract. We can't enforce the automatic
10 stay if the contract expired pursuant to its own terms and
11 say, no, you have to continue for some reason or another.

12 So I really just disagree with sort of the
13 statement that were made about, you know, we were forcing
14 them along, or you know, we would have done to X, Y or Z to
15 them, and you know, this is unfair. I just don't see that,
16 Your Honor.

17 Your Honor, I think that's -- I think I covered
18 all the points I had. Of course, I'm happy to answer any
19 other -- any further questions the Court may have.

20 THE COURT: No, I don't have any other questions.
21 Mr. Rich?

22 MR. RICH: Yeah, if I could just -- this is Robert
23 Rich, Hunton Andrews Kurth on behalf of the claimants. If I
24 could just very, very briefly just -- I just wanted to
25 address three quick points.

1 One is, the -- just that last point from counsel
2 about well, you know, these were extension agreements, so we
3 weren't forced to perform. Well, you know, of course --
4 that argument only applies to the period after those
5 extension agreements were signed, right, so there was
6 clearly at least some period where we had some -- we had a
7 prepetition agreement where they could have enforced it on
8 us and I submit probably would if we were to have told them
9 to stop servicing.

10 The bigger point is the benefit, you know,
11 conferred on the estate. I think the point here is that
12 when you look at the benefit conferred on the estate, you
13 have to look at it at the time of the contract. You can't
14 just go back, that's why all the cases I've cited state
15 that, you know, you have to accept the benefits and the
16 burdens if you accept performance under these contracts.

17 You look at the time of the contract to see if
18 that confers a benefit to the estate. Here, you know, the
19 debtor has determined that it was worth performing.
20 Otherwise, the debtors in bankruptcy if they --
21 counterparties that enter into agreements with a debtor in
22 possession, you can know that, you know, that those -- the
23 obligations thereunder have to be honored. And if they're
24 not, they're administrative claims.

25 Under the plan administrator's theory, you would

1 always be able to go back and, you know, determine later
2 well, you know, actually that provision wasn't any good, it
3 actually didn't provide a benefit to the estate, so you
4 can't enforce that part of the contract. And that can't be
5 the case.

6 And finally, it's just quickly to address the
7 point about the new contract issue, the modification. I
8 heard counsel say that, you know, we're just going out
9 another month, you know, how could that be a new agreement.

10 Well, we could have effectuated the same exact
11 thing by just taking the form of our old full servicing
12 agreement, change -- you know, changing the term to kick it
13 out a few months, and then signing a whole new servicing
14 agreement for that period.

15 Instead, they used the short form, right, they did
16 a one pager that said, okay, incorporate all those other
17 terms and we're extending it, you know, one month or two
18 months, based on the terms in that agreement.

19 I think it would be -- you know, it sounds like
20 there wouldn't be any dispute if we signed the whole
21 agreement again and just changed that term, that that's a
22 new agreement. And I think it's taking form over substance
23 to say well, because they used the short form one pager that
24 incorporated terms then it's a different -- then it's, you
25 know, not a meeting of the minds, not a new meeting of the

1 minds, that it's something else.

2 Those are the points I wanted to make, thank you,
3 Your Honor.

4 THE COURT: All right. So what you're saying then
5 is prepetition you were -- I can't -- and forgive me, I
6 can't remember which entity is, the contract that was
7 entered into I think in 2011, is that right, is --

8 MR. RICH: Yes, I believe that was for Finance of
9 America, uh-huh.

10 THE COURT: Yeah, March of 2011, right?

11 MR. RICH: I believe that's correct.

12 THE COURT: So you talk about that -- okay. You
13 talk about that as being the agreement that we're talking
14 about, but that was extended a number of times prepetition.

15 So were these extensions a new contract?

16 MR. RICH: Yes, I think they were, I don't think
17 it makes any difference for today's analysis, because those
18 were all prepetition. You know, whether -- you know,
19 whether they made an agreement on one date or another isn't
20 -- is going to impact the analysis today.

21 THE COURT: All right. Okay.

22 All right. Mr. Sing, anything further?

23 MR. SINGH: Your Honor, I just want to clarify one
24 point. I think counsel or maybe -- I just want to make sure
25 I'm being clear to the Court, because I think what counsel

1 said about, you know, benefits and burdens point, I just
2 want to be clear.

3 Your Honor, if these were -- if a debtor enters
4 into a new contract, you know, truly a new contract, not the
5 situation here with a counterparty, then I agree, we have to
6 perform and any breach, you know, to that new contract with
7 a third party to sort of encourage them to do business with
8 the debtor, then I agree with counsel.

9 I'm not disagreeing with him that that is a, you
10 know, hundred cent claim for breach. My point is, these are
11 not new contracts, and so where you are is a situation where
12 you've got a prepetition contract, and prepetition contract
13 counterparties are very -- treated very differently than a
14 new third party or a new contract with somebody that truly
15 has entered into post-petition.

16 Prepetition you fall into the analysis we've been
17 talking about and benefit conferred, Your Honor. So I
18 wanted to just make sure that at least the Court understood
19 and was clear as to what the plan administrator's position
20 is and that, you know, we don't think we're in a new
21 contract world. If we were, then I agree, you know, we've
22 got a bigger problem, we can't just say, you know, sort of
23 in hindsight, you know, we don't feel like that we got a
24 benefit conferred and, you know, we can sort of do our job
25 bad, et cetera. But that's just not the world we're in.

1 This situation to us is very clearly a prepetition
2 relationship, prepetition contractual relationship with a
3 creditor that's treated very differently under the Code and
4 has a very different standard of what is administrative
5 expense, and truly going out with a new third party and
6 entering into a contract with that new third party where,
7 you know, I agree you do have to sort of deal with all the
8 benefits and burdens. But that's just not the situation
9 that we're in.

10 And, Your Honor, finally I would just say, you
11 know, in terms of were these extensions new contracts or
12 not, well, yeah, we could have -- you know, we could have --
13 the parties could have sort of literally written out a new
14 contract but we didn't. Right, so those are just not the
15 facts, those would be different facts, we didn't. We did
16 one page extensions that expressly say these are not new
17 contracts.

18 So, Your Honor, I'll leave it at that, right.
19 Yes, the facts could be different and we'd be having a
20 different conversation, but those are not the facts. The
21 facts are we did these extensions and they say these are not
22 new agreements.

23 So, Your Honor, I'll leave it at that and I'm
24 probably starting to repeat myself, but I did want to just
25 make those two final points, thank you.

1 THE COURT: All right. That's fine. So I need to
2 think on this, we'll adjourn it until the next omnibus, but
3 I expect to have a ruling before then. So thank you all
4 very much for the amount of time that you were able to spend
5 with me this morning or now into the afternoon on this.

6 And I think, Mr. Singh, I think we're done; is
7 that right?

8 MR. SINGH: Yes, Judge, we are done, thank you
9 very much.

10 THE COURT: Thank you.

11 MR. RICH: Thank you, Your Honor.

12 (Proceedings concluded at 12:45 p.m.)

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I N D E X

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1 Affiliated Debtors to Estimate for Reserve
2 Purposes the Priority Amount Asserted in
3 Proof of Claim No. 22049 Filed by Claimant
4 Cherane Pefley (Doc #3120)

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CERTIFICATE

I, Sheila G. Orms, certify that the foregoing is a true and accurate transcript from the official electronic sound recording.

Sheila Orms

Digitally signed by Sheila Orms
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email=digital@veritedt.com, c=US
Date: 2021.01.29 16:36:13 -05'00'

SHEILA ORMS, APPROVED TRANSCRIBER

DATED: January 29, 2021

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**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

_____)	Chapter 11
In re:)	
	)	Case No. 19-10412 (JLG)
DITECH HOLDING CORPORATION, <i>et al.</i> , ¹)	
	)	(Jointly Administered)
Debtors.)	
_____)	

NOTICE OF APPEAL

PLEASE TAKE NOTICE that Finance of America Reverse LLC (“FAR”), by and through its undersigned counsel, hereby appeals to the United States District Court for the Southern District of New York from the *Memorandum Decision and Order Sustaining the Fifty-Second Omnibus Objection to Proofs of Claim (Misclassified Claims) with Respect to Claims of Liberty Home Equity Solutions, Inc. and Finance of America Reverse LLC* (ECF No. 3741) entered in the above-captioned action on October 21, 2021, a copy of which is attached hereto as **Exhibit 1**.

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number, as applicable, are Ditech Holding Corporation (0486); DF Insurance Agency LLC (6918); Ditech Financial LLC (5868); Green Tree Credit LLC (5864); Green Tree Credit Solutions LLC (1565); Green Tree Insurance Agency of Nevada, Inc. (7331); Green Tree Investment Holdings III LLC (1008); Green Tree Servicing Corp. (3552); Marix Servicing LLC (6101); Mortgage Asset Systems, LLC (8148); REO Management Solutions, LLC (7787); Reverse Mortgage Solutions, Inc. (2274); Walter Management Holding Company LLC (9818); and Walter Reverse Acquisition LLC (8837).

PLEASE TAKE FURTHER NOTICE that a completed Form 417A is attached hereto as **Exhibit 2**, and that FAR has identified the parties to the order appealed from and the names of their respective attorneys on **Exhibit 3**.

Dated: November 3, 2021
New York, New York

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EXHIBIT 1

Memorandum Decision and Order

**UNITED STATES BANKRUPTCY COURT
 SOUTHERN DISTRICT OF NEW YORK**

NOT FOR PUBLICATION

----- X
 In re: :
 : Case No. 19-10412 (JLG)
 : Chapter 11
 Ditech Holding Corporation, *et al.*, :
 :
 Debtors.¹ : (Jointly Administered)
 ----- X

**MEMORANDUM DECISION AND ORDER SUSTAINING THE FIFTY-SECOND
 OMNIBUS OBJECTION TO PROOFS OF CLAIM (MISCLASSIFIED CLAIMS) WITH
 RESPECT TO CLAIMS OF LIBERTY HOME EQUITY SOLUTIONS, INC. AND
FINANCE OF AMERICA REVERSE LLC**

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¹ The confirmation of the Debtors' Third Amended Plan (as defined below) created the Wind Down Estates. The Wind Down Estates, along with the last four digits of their federal tax identification number, as applicable, are Ditech Holding Corporation (0486); DF Insurance Agency LLC (6918); Ditech Financial LLC (5868); Green Tree Credit LLC (5864); Green Tree Credit Solutions LLC (1565); Green Tree Insurance Agency of Nevada, Inc. (7331); Green Tree Investment Holdings III LLC (1008); Green Tree Servicing Corp. (3552); Marix Servicing LLC (6101); Walter Management Holding Company LLC (9818); and Walter Reverse Acquisition LLC (8837). The Wind Down Estates' principal offices are located at 2600 South Shore Blvd., Suite 300, League City, TX 77573. References to "ECF No. ____" herein are to documents filed in the electronic docket in these jointly administered cases under Case No. 19-10412 (the "Chapter 11 Cases").

HON. JAMES L. GARRITY, JR.
U.S. BANKRUPTCY JUDGE

Introduction²

Liberty Home Equity Solutions, Inc. (“LHES”) and Finance of America Reverse LLC (“FoA”) filed administrative expense claims against Reverse Mortgage Solutions, Inc. (“RMS”) in these Chapter 11 Cases in the sums of \$4,145,648.48 and approximately \$14 million, respectively (collectively, the “Subservicing Administrative Expense Claims”).³ In its Fifty-Second Omnibus Claim Objection (the “Objection”),⁴ the Plan Administrator, on behalf of the Wind Down Estates, seeks to reclassify those claims as General Unsecured Claims. LHES and FoA each responded in opposition to the Objection, and in support of their claims (collectively, the “Responses”).⁵ The Plan Administrator filed a single reply to the Responses (the “Reply”).⁶ Pursuant to the Claims Procedures Order,⁷ the Court conducted a Sufficiency Hearing on the Subservicing Administrative Expense Claims, at which time counsel for the Plan Administrator and counsel for LHES and FoA were heard by the Court. The legal standard of review at a

² Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Objection or the Third Amended Plan, as applicable.

³ See Proof of Claim No. 60214 (“LHES Administrative Expense Claim”); Proof of Claim No. 60182 (asserting an administrative claim of \$375,832.07) (together, the “FoA Administrative Expense Claim”).

⁴ See *Fifty-Second Omnibus Objection to Proofs of Claim (Misclassified Claims)* [ECF No. 2186].

⁵ See *Finance of America Reverse LLC’s Response to Fifty-Second Omnibus Objection to Proofs of Claim (Misclassified Claims)* [ECF No. 2315] (the “FoA Response”); *Liberty Home Equity Solutions Inc.’s Response to Fifty-Second Omnibus Objection to Proofs of Claim (Misclassified Claims)* [ECF No. 2314] (the “LHES Response”). LHES and FoA are represented by the same counsel and make essentially identical arguments in their respective Responses to the Objection. Moreover, as noted below, the Plan Administrator filed a single reply to the Responses. The Court will consider the Objection to the LHES and FoA claims together.

⁶ See *Reply of Plan Administrator in Support of Fifty-Second Omnibus Objection with Respect to Claims of Finance of America Reverse LLC (Claim Nos. 21347 and 60182) and Liberty Home Equity Solutions, Inc. (Claim No. 60214)* [ECF No. 3076].

⁷ See *Order Approving (I) Claim Objection Procedures and (II) Claim Hearing Procedures* [ECF No. 1632] (the “Claims Procedures Order”).

Sufficiency Hearing is equivalent to the standard applied to a motion to dismiss a complaint for failure to state a claim upon which relief may be granted under Rule 12(b)(6) of the Federal Rules of Civil Procedure (“Rule 12(b)(6)”)⁸.

For the reasons stated herein, the Court finds that LHES and FoA have not met their burden of demonstrating plausible grounds for according their claims administrative expense priority under the Bankruptcy Code. Accordingly, as a matter of law, the Court sustains the Objection and reclassifies the LHES Administrative Expense Claim and the FoA Administrative Expense Claim as General Unsecured Claims.

Jurisdiction

The Court has jurisdiction to consider this matter pursuant to 28 U.S.C. §§ 1334(a) and 157(a) and the *Amended Standing Order of Reference* dated January 31, 2012 (Preska, C.J.). This is a core proceeding pursuant to 28 U.S.C. § 157(b).

Background

The Chapter 11 Cases

On February 11, 2019 (the “Petition Date”), Ditech Holding Corporation (f/k/a Walter Investment Management Corp.) and certain of its affiliates (“Debtors”) filed petitions for relief under chapter 11 of the Bankruptcy Code in this Court. Thereafter, the Debtors remained in possession and control of their business and assets as debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code. On February 22, 2019, the Court entered an order fixing April 1, 2019 at 5:00 p.m. (prevailing Eastern Time) as the deadline for each person or entity, not including governmental units (as defined in section 101(27) of the Bankruptcy Code)

⁸ See Claims Procedures Order ¶ 3(iv)(a). Rule 12(b)(6) is incorporated herein by Rule 7012 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”).

to file a proof of claim in the Debtors' Chapter 11 Cases (the "General Bar Date").⁹ The Court extended the General Bar Date for consumer borrowers, twice, and ultimately to June 3, 2019 at 5:00 p.m. (prevailing Eastern Time).¹⁰

On September 26, 2019, the Debtors confirmed their Third Amended Plan, and on September 30, 2019, that plan became effective (the "Effective Date").¹¹ In the Confirmation Order, the Court set the deadline for the filing of administrative expense claims as October 31, 2019. The Plan Administrator is a fiduciary appointed under the Third Amended Plan who is charged with the duty of winding down, dissolving and liquidating the Wind Down Estates. *See* Third Amended Plan, ¶¶ 1.130, 1.184, 1.186. Among other things, the Third Amended Plan authorizes the Plan Administrator, on behalf of each of the Wind Down Estates, to object to Administrative Expense Claims. *See id.*, ¶ 7.1.

The Subservicing Agreements

As of the Petition Date, RMS was party to certain reverse mortgage subservicing agreements with LHES and FoA. Pursuant to those agreements, RMS subserviced reverse mortgage loans for LHES and FoA, as the owner and/or the named servicer of those loans, in exchange for subservicing fees and other consideration. LHES Response ¶ 5; FoA Response ¶ 5. The relevant agreements (collectively, the "Subservicing Agreements") are as follows:

⁹ *See Order Establishing Deadline for Filing Proofs of Claim and Approving the Form and Manner of Notice Thereof* [ECF No. 90].

¹⁰ *See Order Further Extending General Bar Date for Filing Proofs of Claim for Consumer Borrowers Nunc Pro Tunc* [ECF No. 496].

¹¹ *See Third Amended Joint Chapter 11 Plan of Ditech Holding Corporation and its Affiliated Debtors* [ECF No. 1326] (the "Third Amended Plan"); *Order Confirming Third Amended Joint Chapter 11 Plan of Ditech Holding Corporation and its Affiliated Debtors* [ECF No. 1404] (the "Confirmation Order"); *Notice of (I) Entry of Order Confirming Third Amended Joint Chapter 11 Plan of Ditech Holding Corporation and its Affiliated Debtors, (II) Occurrence of Effective Date, and (III) Final Deadline for Filing Administrative Expense Claims* [ECF No. 1449].

LHES

Reverse Mortgage Subservicing Agreement, dated as of November 17, 2008 (the “LHES November 2008 Agreement”).

FoA

Reverse Mortgage Subservicing Agreement, dated as of March 18, 2011 (the “FoA March 2011 Agreement”);

Reverse Mortgage Subservicing Agreement, dated as of December 12, 2017 (the “FoA December 2017 Agreement”); and

Reverse Mortgage Subservicing Agreement, dated as of October 4, 2018 (the “FoA October 2018 Agreement”).

By their terms, the LHES November 2008 Agreement and the FoA March 2011 Agreement were scheduled to expire in November 2013 and March 2018, respectively. Prior to the Petition Date (i.e., February 11, 2019), pursuant to a series of agreements (collectively, the “Prepetition Extension Agreements”), the parties extended the expiration dates of both agreements – without altering the other terms and conditions of the agreements. LHES Response ¶¶ 6-7; FoA Response ¶¶ 6-8. As of the Petition Date, those agreements were in effect, and pursuant to the Prepetition Extension Agreements, their termination dates had been extended to March 31, 2019. LHES Response ¶ 6; FoA Response ¶ 7. Post-petition, under those agreements, RMS subserviced the covered reverse mortgage loans, and LHES/FoA paid RMS subservicing fees post-petition, through March 31, 2019. LHES Response ¶¶ 6-7; FoA Response ¶¶ 7-8. Thereafter, RMS entered into a series of agreements with LHES and FoA, respectively (collectively, the “Post-Petition Extension Agreements”) pursuant to which the parties extended the expiration dates of the LHES November 2008 Agreement and the FoA March 2011 Agreement ultimately through September 30, 2019, again, without altering the other terms and conditions of the agreements. LHES Response ¶ 7; FoA Response ¶ 8.

Pursuant to the Post-Petition Extension Agreements, RMS continued to subservice the covered reverse mortgage loans, and LHES/FoA continued to pay RMS subservicing fees, from April 1, 2019 through September 30, 2019. LHES Response ¶ 7; FoA Response ¶ 8. Separately, the FoA December 2017 Agreement and the FoA October 2018 Agreement (collectively with the FoA March 11 Agreement, the “FoA Subservicing Agreements”) each have a one-month term subject to FoA’s monthly renewal option. FoA exercised its renewal option under both agreements, prepetition and post-petition through February 2019 and September 2019, respectively, but otherwise on the same terms and conditions stated in the agreements. FoA Response ¶ 6. RMS subserviced the reverse mortgage loans, and FoA paid RMS a subservicing fee, through the prepetition and post-petition periods covered by those agreements, in accordance with the terms of those agreements. *Id.*

To summarize, prior to the Petition Date, the Debtors entered into eight (8) Prepetition Extension Agreements with FoA and seven (7) Prepetition Extension Agreements with LHES. The Debtors also entered into four (4) Post-Petition Extension Agreements with FoA and two (2) Post-Petition Extension Agreements with LHES. LHES Response ¶¶ 5-7; FoA Response ¶¶ 7-8. None of those agreements (collectively, the “Extension Agreements”) altered the terms of the Subservicing Agreements in any way except by extending the termination date of each such agreement.¹²

¹² The Court more fully describes the LHES November 2008 Agreement and the FoA March 2011 Agreement below.

LHES

The initial term of the LHES November 2008 Agreement was three years and it automatically renewed for an additional two years through November 17, 2013. LHES Response ¶ 6. In 2013, LHES and RMS entered into one or more agreements pursuant to which they extended the term of the LHES November 2008 Agreement through March 31, 2019, but otherwise on the same terms and conditions stated in the agreement (the “LHES Prepetition Extension Agreements”). *Id.* Thus,

Under the Third Amended Plan, the Debtors sold their reverse mortgage business to the Reverse Buyer. The Debtors consummated the sale on September 30, 2019. The Subservicing Agreements expired on or before the Effective Date, and RMS did not assign any of those agreements to the Reverse Buyer. The Third Amended Plan provides for the assumption of all executory contracts listed by the Debtors on an assumption notice or on the Assumption Schedule. All other executory contracts of the Debtors are deemed rejected as of the Effective Date unless such executory contracts previously expired or terminated pursuant to its own terms

as of the Petition Date, RMS and LHES were party to the LHES November 2008 Agreement, as extended through March 31, 2019.

After the Petition Date, RMS subserviced the reverse mortgage loans, and LHES paid RMS subservicing fees, through March 31, 2019, in accordance with the terms of the LHES November 2008 Agreement, as extended by the LHES Prepetition Extension Agreements. Thereafter, LHES and RMS entered into two agreements further extending the term of the LHES November 2008 Agreement through June 30, 2019 and September 30, 2019, respectively (the “LHES Post-Petition Extension Agreements”). Thus, post-petition, RMS subserviced the reverse mortgage loans, and LHES paid RMS a subservicing fee, from April 1, 2019 through September 30, 2019, in accordance with the terms of the LHES November 2008 Agreement, as extended by the LHES Post-Petition Extension Agreements.

FoA

The initial term of the FoA March 2011 Agreement was five years and it automatically renewed for an additional two years through March 18, 2018. FoA Response ¶ 5. In 2018, FoA and RMS entered into the first of seven prepetition agreements pursuant to which the parties ultimately extended the term of the FoA March 2011 Agreement through March 31, 2019, on the same terms and conditions stated in the FoA March 2011 Agreement (the “FoA Prepetition Extension Agreements”). *Id.* ¶ 7. RMS subserviced the covered reverse mortgage loans, and FoA paid RMS subservicing fees, through March 31, 2019 in accordance with the FoA Prepetition Extension Agreements. *Id.* After the Petition Date, FoA and RMS entered into four agreements that collectively further extended the term of the FoA March 2011 Agreement through September 30, 2019 (the “FoA Post-Petition Extension Agreements”). The FoA Post-Petition Extension Agreements are dated as of March 29, 2019, April 15, 2019, June 30, 2019, and August 16, 2019, respectively. RMS subserviced the covered reverse mortgage loans, and FoA paid RMS a subservicing fee, from April 1, 2019 through September 30, 2019 in accordance with the terms of the FoA March 2011 Agreement, as extended by the FoA Post-Petition Extension Agreements. *Id.* ¶ 8.

The FoA December 2017 Agreement and the FoA October 2018 Agreement each have one-month terms subject to FoA’s monthly renewal option. FoA exercised its monthly renewal option through February 2019 and through September 2019 under the respective agreements, but otherwise on the same terms and conditions stated in the agreements. *Id.* ¶ 6. RMS subserviced the reverse mortgage loans, and FoA paid RMS a subservicing fee, through the pre- and post- petition periods covered by the FoA December 2017 Agreement and FoA October 18, 2019 Agreement, in accordance with the terms of those agreements.

or by agreement of the parties. *See* Third Amended Plan, ¶ 8.1. The Debtors did not assume the Subservicing Agreements under the Third Amended Plan, or otherwise.

The LHES and FoA Claims

LHES Administrative Expense Claim

On November 11, 2019, LHES timely filed the LHES Administrative Expense Claim in the amount of \$4,145,648.48, plus other amounts to be determined, for damages resulting from RMS' alleged post-petition subservicing errors and other material alleged post-petition breaches of the LHES November 2008 Agreement. LHES Administrative Expense Claim at 2; LHES Response ¶ 10. LHES does not claim any damages resulting from any purported rejection of that agreement, or for any breach of the agreement that may have occurred after the Effective Date. LHES Response ¶ 10.

FoA Claim Administrative Expense Claim

On November 11, 2019, FoA timely filed the FoA Administrative Expense Claim in the amount of \$375,832.07, plus other amounts to be determined, for damages resulting from RMS' alleged post-petition subservicing errors and other alleged material post-petition breaches of the FoA Subservicing Agreements. FoA Response ¶ 12.¹³ FoA has since quantified its realized and unrealized losses resulting from RMS' alleged post-petition subservicing errors and other alleged material post-petition breaches in the approximate amount of \$14 million, plus other amounts to be determined. *Id.* FoA does not claim any damages resulting from any purported rejection of the

¹³ On April 25, 2019, FoA timely filed Proof of Claim No. 21347 ("Claim No. 21347") in the Chapter 11 Cases in the amount of \$54,085,624, plus other amounts to be determined, as a general unsecured claim and an undetermined amount as an administrative expense claim under section 507(a)(2), for damages resulting from RMS' alleged subservicing errors and other alleged material breaches of the FoA Subservicing Agreements. In that claim, FoA expressly reserved the right to assert administrative expense priority claims at the appropriate time for any damages resulting from RMS' subservicing errors and other material breaches of the FoA Subservicing Agreements occurring after the Petition Date. FoA acknowledges that the \$54,085,624 amount is based on alleged prepetition breaches of the FoA Subservicing Agreements. That claim is not at issue herein.

agreements, or for any breaches of the agreements that may have occurred after the Effective Date.

The Claims Procedures Order

On November 19, 2019, the Court entered the Claims Procedures Order. Under that order, the Plan Administrator is authorized to file Omnibus Objections seeking reduction, reclassification, or disallowance of claims on the grounds set forth in Bankruptcy Rule 3007(d) and additional grounds set forth in the Claims Procedures Order. *See* Claims Procedures Order ¶ 2(i)(a)-(h). A properly filed and served response to an objection gives rise to a “Contested Claim” that will be resolved at a Claim Hearing. *Id.* ¶ 3(iv). The Plan Administrator has the option of scheduling the Claim Hearing as either a “Merits Hearing” or a “Sufficiency Hearing.” *Id.* ¶ 3(iv)(a), (b). A “Merits Hearing” is an evidentiary hearing on the merits of a Contested Claim. A “Sufficiency Hearing” is a non-evidentiary hearing to address whether the Contested Claim states a claim for relief against the Debtors. The legal standard of review that will be applied by the Court at a Sufficiency Hearing is equivalent to the standard applied by the Court upon a motion to dismiss for failure to state a claim upon which relief can be granted under Rule 12(b)(6). *Id.* ¶ 3(iv)(a).

The Objection

In the Objection, the Plan Administrator seeks to reclassify the Subservicing Administrative Expense Claims to General Unsecured Claims. As support for the Objection, the Plan Administrator contends that it has examined each of those claims, the documents submitted in support of the claims and the Debtors’ books and records and has determined that the claims are improperly classified as administrative expense claims. Objection ¶ 13. It says that is so

because they are damage claims arising from the rejection of prepetition contracts in these Chapter 11 Cases and, as such, are properly classified as general unsecured claims. *Id.*

Applicable Legal Standards

Section 503(b) of the Bankruptcy Code provides that “[a]fter notice and a hearing, there shall be allowed, administrative expenses. . . including the actual, necessary costs and expenses of preserving the estate. . .” 11 U.S.C. § 503(b). This administrative expense priority is based on the premise that the operation of the business during the bankruptcy case benefits prepetition creditors; therefore, any claims that result from that operation are entitled to payment prior to payment to “creditors for whose benefit the continued operation of the business was allowed.” LHES Response ¶ 13; FoA Response ¶ 15 (citing *Cramer v. Mammoth Mart, Inc. (In re Mammoth Mart, Inc.)*, 536 F.2d 950, 954 (1st Cir. 1976)). Agreements entered into by the debtor-in-possession and supported by consideration beneficial to the debtor-in-possession, are actual and necessary to preserve the estate, and therefore a claim for damages arising from a debtor-in-possession’s breach of a post-petition agreement gives rise to an administrative expense claim for the full amount of the damages provided for in the contract. *See Nostas Assocs. v. Costich (In re Klein Sleep Products, Inc.)*, 78 F.3d 18, 26 (2d Cir. 1996) (“[P]ostpetition claims ... arising, for example, . . . from contracts entered into by the trustee or debtor-in-possession are entitled to administrative expense priority.”); *GATX Leasing Corp. v. Airlift Int’l, Inc. (In re Airlift Int’l, Inc.)*, 761 F.2d 1503, 1509 (11th Cir. 1985) (holding that breach of post-petition contract gives rise to an administrative expense claim under section 503(b)). A claimant that asserts a priority claim bears the burden of establishing its entitlement to priority. *See, e.g., Supplee v. Bethlehem Steel Corp. (In re Bethlehem Steel Corp.)*, 479 F.3d 167, 172 (2d Cir. 2007) (“The burden of proving entitlement to priority payment . . . rests with the

party requesting it.”); *In re Drexel Burnham Lambert Grp. Inc.*, 134 B.R. 482, 489 (Bankr. S.D.N.Y. 1991) (“The burden of establishing entitlement to priority rests with the claimant and should only be granted under extraordinary circumstances”) (citation omitted).

In filing the Objection, the Plan Administrator initiated a contested matter. *See* Fed. R. Bankr. P. 3007 advisory committee’s note (“[t]he contested matter initiated by an objection to a claim is governed by Rule 9014. . .”). *See also In re Tender Loving Care Health Servs., Inc.*, 562 F.3d 158, 162 (2d Cir. 2009) (stating that “when a debtor files an objection to a claim, the objection has initiated a contested matter”). Bankruptcy Rule 9014 governs contested matters. The rule does not explicitly provide for the application of Bankruptcy Rule 7012. However, Bankruptcy Rule 9014 provides that a bankruptcy court “may at any stage in a particular matter direct that one or more of the other Rules in Part VII shall apply.” Fed. R. Bankr. P. 9014. The Court did so here. Under the Claims Procedures Order, the legal standard of review the Court applies at a Sufficiency Hearing is equivalent to the standard applied by the Court under Rule 12(b)(6) on a motion to dismiss for failure to state a claim upon which relief could be granted. *See* Claims Procedures Order ¶ 3(iv)(a). *See also In re 20/20 Sport, Inc.*, 200 B.R. 972, 978 (Bankr. S.D.N.Y. 1996) (“In bankruptcy cases, courts have traditionally analogized a creditor’s claim to a civil complaint [and] a trustee’s objection to an answer. . .”).

In applying Rule 12(b)(6) to the Subservicing Administrative Expense Claims, the Court assesses the sufficiency of the facts alleged in support of the claims in light of the pleading requirements under Rule 8(a) of the Federal Rules of Civil Procedure.¹⁴ Rule 8(a)(2) states that a claim for relief must contain “a short and plain statement of the claim showing that the pleader is entitled to relief[.]” Fed. R. Civ. P. 8(a)(2). To meet that standard, the claims “must contain

¹⁴ Rule 8 is made applicable herein pursuant to Bankruptcy Rule 7008.

sufficient factual matter, accepted as true, to state a claim to relief that is plausible on its face.” *Ashcroft v. Iqbal*, 556 U.S. 662, 678 (2009) (“*Iqbal*”) (citations omitted); *accord Bell Atlantic Corp. v. Twombly*, 550 U.S. 544, 570 (2007) (“*Twombly*”). “A claim has facial plausibility when the plaintiff pleads factual content that allows the court to draw the reasonable inference that the defendant is liable for the misconduct alleged.” *Iqbal*, 556 U.S. at 678; *accord Twombly*, 550 U.S. at 570. To satisfy Rule 12(b)(6), the “pleadings must create the possibility of a right to relief that is more than speculative.” *Spool v. World Child Int’l Adoption Agency*, 520 F.3d 178, 183 (2d Cir. 2008) (citation omitted). In considering whether that standard is met for a particular claim, the court must assume the truth of all material facts alleged in support of the claim and draw all reasonable inferences in the claimant’s favor. *See ATSI Commc’ns, Inc. v. Shaar Fund, Ltd.*, 493 F.3d 87, 98 (2d Cir. 2007). However, the court “need not accord ‘legal conclusions, deductions or opinions that are couched as factual allegations . . . a presumption of truthfulness.’” *Hunt v. Enzo Biochem, Inc.*, 530 F.Supp.2d 580, 591 (S.D.N.Y. 2008) (quoting *In re NYSE Specialists Sec. Litig.*, 503 F.3d 89, 95 (2d Cir. 2007)). In short, “[i]n ruling on a motion pursuant to Fed. R. Civ. P. 12(b)(6), the duty of a court is merely to assess the legal feasibility of the complaint, not to assay the weight of the evidence which might be offered in support thereof.” *DiFolco v. MSNBC Cable L.L.C.*, 622 F.3d 104, 113 (2d Cir. 2010) (citation and internal quotation marks omitted).¹⁵

¹⁵ In support of the Objection, the Plan Administrator provides representative samples of Prepetition and Post-Petition Extension Agreements. *See* Reply Exs. A-1, A-2, B-1 and B-2. Because the Subservicing Agreements and the Prepetition and Post-Petition Extension Agreements are referenced by LHES and FoA in the Responses and serve as the bases for their claims, the Court may consider those documents in resolving the Objection. *See, e.g., Bd. of Trs. of Ft. Lauderdale v. Mechel OAO*, 811 F. Supp. 2d 853, 865 (S.D.N.Y. 2011), *aff’d sub nom. Frederick v. Mechel OAO*, 475 F. App’x 353 (2d Cir. 2012) (Court may consider “(1) documents attached to or incorporated by reference in the complaint, (2) documents integral to and relied upon in the complaint, even if not attached or incorporated by reference, (3) public disclosure documents required by law to be, and that have been, filed with the SEC, and (4) facts of which judicial notice properly may be taken.”); *Flake v. Alper Holdings USA, Inc. (In re Alper Holdings USA, Inc.)*, 398 B.R. 736, 748 (S.D.N.Y. 2008) (“The documents attached to the proofs of claim should be

Discussion

LHES and FoA maintain that the Subservicing Agreements are not the operative documents for calculating their claims. They contend that under state law, each Extension Agreement is a new subservicing agreement among RMS and LHES or FoA. LHES Response ¶¶ 15-16; FoA Response ¶¶ 17-18. The LHES and FoA Administrative Expense Claims consist of (i) subservicing damage claims arising under the Post-Petition Extension Agreements, and (ii) subservicing damage claims arising under the Prepetition Extension Agreements during the post-petition period of February 11, 2019 through March 31, 2019. LHES and FoA contend that the Post-Petition Extension Agreements are not executory contracts, and that the Prepetition Extension Agreements expired by their terms post-petition prior to the Effective Date. They assert that the Court should overrule the Objection because they are not seeking damages under rejected executory contracts and, as a matter of law, their claims are entitled to administrative priority status under section 503(b) of the Bankruptcy Code.

The Plan Administrator disputes those contentions. The Court considers those matters below.

Whether the Damage Claims Arising Under the Post-Petition Extension Agreements are Entitled to Administrative Expense Priority

The Post-Petition Extension Agreements are “on the same terms and conditions as stated in the original [Subservicing] Agreement[s],” except that each agreement extends the expiration

treated, for purposes of a motion to disallow claims, like documents that are attached to or relied upon in a complaint are treated on a Rule 12(b)(6) motion to dismiss”) (citation omitted).

date of the original agreement. *See* Reply, Exs. A-1;¹⁶ B-1.¹⁷ LHES and FoA assert that under applicable state law, by reason of the modifications to the termination dates under the Subservicing Agreements, the Post-Petition Extension Agreements are new, post-petition contracts between RMS, as debtor-in-possession, and FoA and LHES, respectively, that supersede and replace the Subservicing Agreements and that RMS was authorized to execute in

¹⁶ The final Post-Petition Extension Agreement between LHES and RMS states, in part, as follows:

WHEREAS, the Reverse Mortgage Subservicing Agreement (“Agreement”) between the parties dated November 17, 2008 expired on November 17, 2013, and the parties subsequently agreed to extend the agreement through June 30, 2019.

WHEREAS, to allow the parties further time to negotiate and execute a new Reverse Mortgage Subservicing Agreement, the parties now desire to extend the Agreement through September 30, 2019.

NOW THEREFORE, the parties agree that the Agreement shall be extended through September 30, 2019. Except as provided herein, this extension shall be on the same terms and conditions as stated in the original Agreement. This Extension Agreement shall be binding upon and inure to the benefit of the parties, their successors, and subsidiaries.

Reply, Ex. A-2.

¹⁷ The August 16, 2019 Post-Petition Extension Agreement between FoA and RMS states, as follows:

WHEREAS, the Reverse Mortgage Subservicing Agreement (“Agreement”) between the parties dated March 18, 2011 expired on March 18, 2018, and the parties subsequently agreed to extend the Agreement for an additional term commencing upon the expiration date of March 18, 2018 and expiring on May 11, 2018; and the parties further agreed to extend the Agreement for further subsequent extensions commencing upon the expiration dates of May 11, 2018, June 30, 2018, August 30, 2018, October 31, 2018, November 30, 2018, December 31, 2018, January 30, 2019, March 31, 2019, April 15, 2019, June 30, 2019, and August 31, 2019, respectively.

WHEREAS, to allow the parties further time to negotiate and execute an Amended and Restated Reverse Mortgage Subservicing Agreement, the parties now desire to extend the Agreement through September 30, 2019.

Except as provided herein, this extension shall be on the same terms and conditions as stated in the original Agreement.

Each of RMS and [FoA] have entered into this Extension Agreement solely to temporarily extend the term of the Agreement and do not intend this Extension Agreement or the transactions contemplated hereby to be, and this Extension Agreement and the transactions contemplated hereby shall not be construed to be or operate as, a novation, modification, or release of any of the obligations owing by RMS to FAR or in connection with the Agreement, all of which are hereby expressly preserved in their entirety.

Reply, Ex. B-2.

the ordinary course of its business pursuant to section 363(c) of the Bankruptcy Code. LHES Response ¶¶ 15-16 and 16 n.5; LHES Response ¶¶ 17-18 and 18 n.5. They also contend that the Post-Petition Extension Agreements are supported by consideration beneficial to RMS, including in the form of subservicing fee rights, and that RMS continued to subservice mortgage loans covered by the Post-Petition Extension Agreements and to accept its subservicing fee through the end of the term of each Post-Petition Extension Agreement. LHES Response ¶¶ 6, 20; FoA Response ¶ 18, 22. Accordingly, LHES and FoA contend that their timely filed administrative expense claims for damages resulting from RMS' alleged subservicing errors and other alleged material breaches of the Post-Petition Extension Agreements are entitled to administrative expense priority. LHES Response ¶ 18; FoA Response ¶ 20. In making this argument they assert that the Plan Administrator mistakenly contends that they are claiming damages under a rejected contract. LHES Response ¶ 17; FoA Response ¶ 19 (citing Objection, Ex. A). They correctly note that contracts entered post-petition are not subject to assumption or rejection because they are not executory contracts "of the debtor." 11 U.S.C. § 365(a). *See In re Leslie Fay Companies, Inc.*, 168 B.R. 294, 300 (Bankr. S.D.N.Y. 1994) ("[C]ontracts ... entered into postpetition are not subject to rejection under section 365."); *In re Airport Executive Center, Ltd.*, 138 B.R. 628, 629 (Bankr. M.D. Fla. 1992) ("[Section 365(a)] applies to leases which exist prepetition, and not those which are entered into post-petition"); *In re IML Freight, Inc.*, 37 B.R. 556, 559 (Bankr. D. Utah 1984) ("The post-petition agreements entered into between the Trustee for the estate and the Unions were not executory contracts of the debtor and therefore are not subject to Section 365 of the Code.").

To create an enforceable contract the parties must agree to the material terms of the bargain and intend to be bound by their agreement. *Tractebel Energy Mktg., Inc. v. AEP Power Mktg., Inc.*, 487 F.3d 89, 98 (2d Cir. 2007) (holding that where “the parties have agreed on all material terms of the contract and clearly manifested their intent to be bound by those terms. . . the contract will be enforced.”); *Slatt v. Slatt*, 64 N.Y.2d 966, 967 (1985) (“Where the intention of the parties is clearly and unambiguously set forth, effect must be given to the intent as indicated by the language used”); *Kasowitz, Benson, Torres & Friedman, LLP v. Reade*, 98 A.D.3d 403, 404 (2012), *aff’d*, 20 N.Y.3d 1082 (2013) (“To establish the existence of an enforceable agreement, a plaintiff must establish an offer, acceptance of the offer, consideration, mutual assent, and an intent to be bound”) (citation omitted). “In determining the intent of the parties, the court has a duty to ascertain the intent as manifested in the language of the agreement. If the terms of the agreement are clear from the face of the document, the intent of the parties is found in the document.” *In re Chateaugay Corp.*, 116 B.R. 887, 902–03 (Bankr. S.D.N.Y. 1990) (citations omitted). But “‘where the language used is susceptible to differing interpretations, each of which may be said to be as reasonable as another,’ then the interpretation of the contract becomes a question of fact ... and extrinsic evidence of the parties’ intent properly is admissible.” *Bourne v. Walt Disney Co.*, 68 F.3d 621, 629 (2d Cir. 1995) (citations omitted); *see also Ruttenberg v. Davidge Data Sys. Corp.*, 215 A.D.2d 191, 192 (1st Dep’t 1995) (“Where a contract is straightforward and unambiguous, its interpretation presents a question of law for the court to be made without resort to extrinsic evidence”).

Here, the Plan Administrator contends that the Court can determine, as a matter of law, that the Extension Agreements are not new subservicing agreements because it is clear on the face of each such agreement that the purpose of the agreement merely was to extend the

termination date of the subject Servicing Agreement, while post-petition, the parties negotiated the terms of a new agreement. Reply ¶ 35. The Plan Administrator maintains that the plain language of the Extension Agreements is clear and unambiguous that in executing those agreements, either before or after the Petition Date, the parties did not intend to enter into new subservicing agreements and in executing the Extension Agreements, they did not do so. Reply ¶ 40.

The LHES and FoA Post-Petition Extension Agreements are governed by Delaware and New York law, respectively. Under Delaware law, “[a] new contract. . . does not destroy the obligation of the former agreement, except as it is inconsistent therewith, unless it is shown that the parties intended the new contract to supersede the old contract entirely.” *Lee Builders v. Wells*, 92 A.2d 710, 715 (Del.Ch.1952), *rev’d on other grounds*, 99 A.2d 620 (Del.1953). “Whether the parties to a contract intended a new contract to supersede an old one, whether partially or entirely, depends on their intent.” *Haft v. Dart Grp. Corp.*, 841 F. Supp. 549, 568 (D. Del. 1993) (internal citations omitted). The intent of the parties “must be ascertained from the language of the contract.” *Id.* at 564; *see also Citadel Holding Corp. v. Roven*, 603 A.2d 818, 822 (Del. 1992) (“It is an elementary canon of contract construction that the intent of the parties must be ascertained from the language of the contract. Only when there are ambiguities may a court look to collateral circumstances.”). Likewise, New York law is clear that “the objective of contract interpretation is to give effect to the *expressed* intentions of the parties, ‘[t]he best evidence of what parties to a written agreement intend is what they say in their writing,’ . . . ‘Thus, a written agreement that is complete, clear and unambiguous on its face must be [interpreted] according to the plain meaning of its terms,’ ‘without the aid of extrinsic evidence.’” *Law Debenture Tr. Co. of New York v. Maverick Tube Corp.*, 595 F.3d 458, 467–68

(2d Cir. 2010) (internal citations omitted). *See, e.g., Network Publishing Corp. v. Shapiro*, 895 F.2d 97, 99 (2d Cir.1990) (“[w]e must consider the words [of a contract] themselves for they are always the most important evidence of the parties' intention” (internal quotation marks omitted)); *Bailey v. Fish & Neave*, 8 N.Y.3d 523, 528 (2007)(“[w]here the language is clear, unequivocal and unambiguous, the contract is to be interpreted by its own language”).

The case of *In re Bush Indus., Inc.*, No. 05-CV-119S, 2006 WL 8455682 (W.D.N.Y. Mar. 29, 2006) is instructive in construing the Extension Agreements at issue herein. There, the claimant (“Hain”) was party to a prepetition consulting agreement (the “Consulting Agreement”) with the debtor (“Bush”) and the debtor’s wholly owned subsidiary (“Color Works”). *Id.* at *1. Prepetition, Hain executed an agreement to reduce his guaranteed payments under the Consulting Agreement. *Id.* Five months after Bush filed for bankruptcy, Hain notified Bush that the agreement was null and void because Bush and Color Works had not executed the agreement. *Id.* at *2. Nonetheless, Hain accepted the payments called for under the new agreement and filed an administrative expense claim equal to the difference between the amounts that he was paid under the new agreement and the amounts he would have been paid under the Consulting Agreement. *Id.* Hain argued that the agreement reducing the amount of guaranteed payment was a new contract that was unenforceable because it did not contain the signatures of each party to the agreement. *See id.* The bankruptcy court disagreed, finding that the agreement was a modification rather than a new contract due to a clause allowing modification by an instrument “signed by the party against whom enforcement of any such amendment, supplement or modification is sought.” *Id.* Thus, the agreement was a modification that became effective when signed by the claimant. *See id.* On appeal, the district court ruled that the bankruptcy court correctly relied only on the unambiguous documents presented and resolved the issue as a matter

of law. *See id.* at *4. In analyzing the question of modification, the district court found, in substance, that an agreement that restates contract provisions with no substantive changes, involves the same relationship among the same parties, contains clauses that state the parties’ desire to amend and restate prior agreements, and merely adjusts the term of the agreement or the compensation, does not constitute a new contract. *See id.* at *5. Furthermore, the district court found where underlying agreements permit amendment, supplementation, or modification in whole or in part, subsequent agreements will be considered modifications rather than new agreements. *See id.*

Applying the settled rules of contract construction to the Post-Petition Extension Agreements, and the teachings of *Bush*, the Court finds, as a matter of law, that in executing the Extension Agreements, RMS was not entering into new agreements with LHES or FoA, and that those agreements do not supersede and replace the Subservicing Agreements. The plain, unambiguous language of the Post-Petition Extension Agreements is clear that they are not “new” post-petition agreements among RMS, as debtor in possession and LHES or FoA. Both agreements speak only of “extending” the original agreements “on the same terms and conditions as stated in the original [Subservicing] Agreement[s].” *Supra* n.16, 17.¹⁸ Moreover, the parties tacitly acknowledge that the Extension Agreements are not new agreements among the parties because they agreed to extend the termination dates of the agreements “to allow the parties further time to negotiate and execute a new Reverse Mortgage Subservicing Agreement.” *Supra* n.16, 17. Further, the FoA Post-Petition Extension Agreement provides that it “shall not be construed to be or operate as, a novation, modification, or release of any of the obligations owing

¹⁸ The Prepetition Extension Agreements contain similar language. *See* Reply, Ex. A-1 (LHES Prepetition Extension Agreement) (“This extension shall be on all other terms and conditions as stated in the original Agreement.”); *Id.*, Ex. B-1 (FoA Prepetition Extension Agreement) (“Except as provided herein, this extension shall be on the same terms and conditions as stated in the original Agreement.”).

by RMS to [FoA] or in connection with the [FoA November 2011] Agreement, all of which are hereby expressly preserved in their entirety.” *Supra* n.17.¹⁹ Finally, the extensions fail to address, at all, the rights and obligations under the subservicing relationship that constitute breach, notification of breach, indemnity, dispute resolution, or the treatment of claims arising under the agreement. Thus, like the agreement at issue in *Bush*, the Post-Petition Extension Agreements merely (i) restate the provisions of the applicable Subservicing Agreement with no substantive changes, (ii) involve the same relationship among the same parties, and (iii) state the parties’ intention to extend terms of the subject Subservicing Agreements. Accordingly, those agreements do not constitute new contracts. *See United States Aviation Underwriters, Inc. v. Preservatrice-Fonciere Compagnies D’Assurance*, No. 83 CIV. 3935 (GLG), 1986 WL 3779, at *2 (S.D.N.Y. Mar. 21, 1986) (noting that renewal of the contract was viewed “as an extension of the original [contract], not a new contract”), *aff’d sub nom. U.S. Aviation v. Preservatrice-Fonciere*, 801 F.2d 391 (2d Cir. 1986); *In re Country Club Ests. at Aventura Maint. Ass’n, Inc.*, 227 B.R. 565, 567–68 (Bankr. S.D. Fla. 1998) (noting that the automatically renewed service agreement on the same terms of the original agreement was not a new post-petition contract, “but rather a mere continuation of [the] parties’ executory, prepetition agreement.”).

¹⁹ The non-inclusion of such language in the two LHES Post-petition Extension Agreements does not undermine this analysis. The Plan Administrator asserts that the failure to include that language in the LHES documents is a consequence of the parties’ routine practice of using prior extensions in their business relationship, not their intent to exclude the provisions from nearly identical contracts. *See Reply* ¶ 37 n.4 (citing *Nycal Corp. v. Inoco PLC*, 166 F.3d 1201 (2d Cir. 1998) (“any differences in the wording used in the three contemporaneous settlement agreements can only be reasonably viewed as a consequence of the different relationships and dealings between the respective companies and not as an indication of a different intent with respect to the Nycal-Inoco release.”) (internal quotations omitted)). The Court credits that contention.

**Whether the Damage Claims Resulting From RMS’
Post-Petition Breach of the Subservicing Agreements
are Entitled to Administrative Expense Priority**

LHES and FoA contend that their damage claims resulting from RMS’ post-petition breach of the Subservicing Agreements, as extended by the Prepetition Extension Agreements are entitled to administrative expense priority under section 507(a)(2) of the Bankruptcy Code. They maintain that is so because a debtor’s post-petition obligations under a prepetition contract that has not yet been assumed or rejected will give rise to administrative expense claims where the debtor-in possession continues to perform under such contract and receive the benefits thereunder. LHES Response ¶ 19; FoA Response ¶ 21. They assert that RMS elected to continue subservicing reverse mortgage loans under the LHES and FoA Prepetition Extension Agreements on a post-petition basis and accepted the post-petition subservicing fees paid in exchange for its performance under those contracts through March 31, 2019. Accordingly, LHES and FoA maintain their respective timely filed administrative expense claims for damages resulting from RMS’ post-petition subservicing errors and other material post-petition breaches of the Prepetition Extension Agreements are entitled to administrative expense priority. LHES Response ¶ 20; FoA Response ¶ 22.

The Bankruptcy Code determines when claims arise. *See, e.g., Pearl-Phil GMT (Far East) Ltd. v. Caldor Corp.*, 266 B.R. 575, 581 (S.D.N.Y. 2000) (“[I]t is well settled that the Bankruptcy Code governs *when* a claim arises.”). Section 101(5) of the Bankruptcy Code defines “claim” to include any

[R]ight to payment, whether or not such right is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured, or unsecured; . . .

11 U.S.C. § 101(5)(A). That term “is sufficiently broad to encompass any possible right to payment.” *Mazzeo v. United States (In re Mazzeo)*, 131 F.3d 295, 302 (2d Cir. 1997). *See also United States v. LTV Corp. (In re Chateaugay Corp.)*, 944 F.2d 997, 1003 (2d Cir. 1991) (noting that as defined, the term “claim” “contemplates that all legal obligations of the debtor, no matter how remote or contingent, will be able to be dealt with in the bankruptcy case.”) (quoting H.R. Rep. No. 95-595 at 300 (1978), reprinted in U.S. Code Cong. & Admin. News 5787, 5963, 6266). For these purposes, “[a] ‘contingent’ claim . . . refers ‘to obligations that will become due upon the happening of a future event that was within the actual or presumed contemplation of the parties at the time the original relationship between the parties was created.’” *Ogle v. Fid. & Deposit Co. of Md.*, 586 F.3d 143, 146 (2d Cir.2009) (quoting *In re Manville Forest Prods. Corp.*, 209 F.3d 125, 128–29 (2d Cir. 2000)); *see also In re St. Vincent’s Catholic Med. Ctrs.*, 440 B.R. 587, 602 (Bankr.S.D.N.Y.2010).

Claims based on un-assumed prepetition contracts are contingent prepetition claims that arise upon the execution of the contract. *See Ogle v. Fid. & Deposit Co. of Maryland*, 586 F.3d at 147 (“an unsecured claim for post-petition fees, authorized by a valid pre-petition contract,” is a contingent claim “deemed to have arisen pre-petition.”) (citing *In re SNTL Corp.*, 571 F.3d 826, 844 (9th Cir. 2009)); *Rescap Liquidating Tr. v. PHH Mortg. Corp. (In re Residential Cap., LLC)*, 558 B.R. 77, 86 (S.D.N.Y. 2016) (“The appellees’ claims for attorney’s fees accrued at the time the Contracts were executed even though they remained contingent until the Trust allegedly breached the Contracts”); *Conway Hosp., Inc. v. Lehman Bros. Holdings Inc.*, 531 B.R. 339, 343 (S.D.N.Y. 2015) (“The relationship between Conway and LBSF therefore was created upon the signing of the...Agreement. The fact that the Lehman bankruptcy—the relevant contingency—materialized post-petition does not transmogrify the claim into a post-petition claim, but merely

means that the contingent claim moved closer to becoming liquidated”). *See also In re Bradlees Stores, Inc.*, No. 02 CIV. 0896 (WHP), 2003 WL 76990, at *3 (S.D.N.Y. Jan. 9, 2003), *aff’d*, 78 F. App’x 166 (2d Cir. 2003) (holding that “the Second Circuit recognizes that contract-based bankruptcy claims are deemed to arise at the time the contract is executed, and therefore a post-petition breach of a pre-petition contract gives rise solely to a pre-petition claim”); *Pearl-Phil GMT (Far E.) Ltd. v. Caldor Corp.*, 266 B.R. at 582 (finding that the “Bankruptcy Court’s conclusion is supported by the clear weight of case law in this Circuit which recognizes that contract-based bankruptcy claims arise at the time the contract is executed. For example, courts consistently hold that a post-petition breach of a pre-petition contract gives rise only to a pre-petition claim”).²⁰

Where parties contemplate the possibility of future breach in their contracts, such breaches are treated as contingent prepetition claims rather than post-petition claims. *See In re Residential Cap., LLC*, 558 B.R. at 85-87; *see also In re Manville Forest Prod. Corp.*, 209 F.3d 125, 129 (2d Cir. 2000) (claims for indemnity arose prepetition where “the terms of the indemnification agreements were so broad as to encompass all types of future liability”); *In re*

²⁰ The Court held as much in these Chapter 11 Cases in granting the Debtors’ motion to enforce the Plan Injunction contained in the Third Amended Plan to enjoin Gautam and Panthobi Sharma (the “Sharmas”) from prosecuting counterclaims seeking monetary relief against the Debtors in Illinois state court. *See Memorandum Decision and Order Granting Plan Administrator’s Sixth Omnibus Motion to Enforce the Plan Injunction and Confirmation Order as it Relates to Gautam and Panthobi Sharma* [ECF No. 3034] (Nov. 30, 2020). The Sharmas were parties to a prepetition mortgage and note that had been assigned to Ditech. After confirmation of the Third Amended Plan, Ditech brought a foreclosure action based on the mortgage. The Sharmas asserted counterclaims in that action seeking monetary relief, principally attorneys’ fees and costs, alleging under both contract and Illinois statutory law that Ditech failed to give proper notice of the foreclosure and therefore the foreclosure was invalid. *Id.* at 7-8. It was undisputed that the Sharmas asserted counterclaims for monetary relief against Ditech, and that those counterclaims for monetary relief would be covered by the Plan Injunction if the claims arose prior to the Effective Date of the Plan. *Id.* The sole issue before the Court was when those claims arose. Relying on the precedent cited above, the Court found that the counterclaims were subject to the injunction, reasoning, in part, that “[c]ontract claims arise upon execution of the agreement...It is settled that prepetition contract based claims for attorney’s fees are deemed to arise upon execution of the contract.” *Id.* at 13 (citations omitted).

Chateaugay Corp., 944 F.2d at 1004 (“In the context of contract claims, the Code’s inclusion of ‘unmatured’ and ‘contingent’ claims is usually said to refer to obligations that will become due upon the happening of a future event that was ‘within the actual or presumed contemplation of the parties at the time the original relationship between the parties was created.’”) (internal citations omitted). The Subservicing Agreements contemplate the possibility of servicing errors and establish procedures for dealing with errors, including through indemnity provisions. The risk of subservicing errors in the post-petition period was within the fair contemplation of the parties, and the fact that the Debtors received compensation for their services does not transform the claims into administrative expense claims. Rather, under Second Circuit case law, the claims are contingent prepetition claims, which are not afforded administrative expense priority under section 503(b)(1)(A) of the Bankruptcy Code.²¹

The Subservicing Agreements were executory contracts under which the Debtors provided servicing in exchange for fees from LHES and FoA. Executory contracts for services, like all executory contracts, are subject to assumption or rejection. *See, e.g., In re Hawker Beechcraft, Inc.*, 486 B.R. 264, 279 (Bankr. S.D.N.Y. 2013) (Support-plus agreements under which purchasers had reporting obligations in return for continuing support from debtor were

²¹ In support of their contention that their claims arose post-petition under the Servicing Agreements, as extended by the Prepetition Extension Agreements, FoA and LHES rely on: *Zelin v. Unishops, Inc. (In re Unishops, Inc.)*, 553 F.2d 305, 308 (2d Cir. 1977) (“It is settled law that a claim arising under an executory contract is entitled to priority if the trustee or debtor in possession elects to assume the contract *or* if he receives benefits under it.”) (emphasis added); *In re Enron Corp.*, 279 B.R. 79, 87 (Bankr. S.D.N.Y. 2002) (“With respect to an executory contract, the focus is on whether the debtor used the nondebtor’s property in the ordinary course of its business, and continued to receive and accept the nondebtor’s performance.”); *Texaco Inc. v. Bd. Of Commissioners for the LaFourche Basin Levee Dist. (In re Texaco Inc.)*, 254 B.R. 536, 556 (Bankr. S.D.N.Y. 2000) (“As long as the debtor continues to receive benefits under such contract it must also bear the burdens or obligations imposed under the contract.”); *In re Yonkers Hamilton Sanitarium Inc.*, 22 B.R. 427, 435 (Bankr. S.D.N.Y. 1982) (same); *In re Shoppers Paradise, Inc.*, 8 B.R. 271, 279 (Bankr. S.D.N.Y. 1980) (“Even where court approval was not obtained the debtor-in-possession may be deemed to have adopted the contract or lease where it received benefits and when the issue presented is whether or not such benefits should be entitled to an administration expense claim.”). *See* LHES Response ¶ 19; FoA Response ¶ 21. FoA and LHES misplace their reliance on those cases. All of them pre-date the Second Circuit’s clear direction that claims based upon un-assumed prepetition contracts are contingent prepetition claims that arise upon the execution of the contract. Thus, in that regard, they have no precedential value.

executory contracts subject to rejection). Where a debtor-in-possession exercises its right to reject an executory contract either prior to plan confirmation or under a confirmed plan, the rejection is treated as occurring “immediately before the date of the filing of the petition.” 11 U.S.C. § 365(g)(1). “The Bankruptcy Code... specifically provides that such claim against the estate is treated as a pre-petition claim, thereby affording it general unsecured status.” *In re Old Carco LLC*, 424 B.R. 633, 639 (Bankr. S.D.N.Y. 2010) (internal citation omitted).

The Third Amended Plan provided that all executory contracts not otherwise assumed would be rejected. *See* Third Amended Plan, ¶ 8.1(a). The Debtors did not assume the Subservicing Agreements. *See* LHES Response ¶ 9; FoA Response ¶ 11. LHES and FoA note that the terms of the LHES November 2008 Agreement and FoA Subservicing Agreements (as extended by the Prepetition Extension Agreements) expired at the end of March 2019, well before the Effective Date. They assert that those agreements never were assumed or rejected under the terms of the Third Amended Plan. LHES and FoA do not assert claims resulting from any failure by RMS to perform after the Effective Date, which they say is the earliest date the Prepetition Subservicing Agreements could have been rejected under the Third Amended Plan. Thus, they contend they are not asserting rejection damages claims that would be deemed to have occurred prepetition under section 365(g) of the Bankruptcy Code. LHES Response ¶ 22; FoA Response ¶ 24. The Court finds no merit to that contention. “The effect of rejection is that the *estate* does not become obligated on the contract... Thus, rejection is the equivalent of electing not to assume a contract.” *In re Old Carco LLC*, 424 B.R. at 639; *see also In re A.C.E. Elevator Co.*, 347 B.R. 473, 483–84 (Bankr. S.D.N.Y. 2006) (finding when debtor did not reject an agreement post-petition and allowed the agreement to expire by its terms, employees’ claim for delinquent contributions was not entitled to administrative priority). Even though the Debtors

were unable to reject the Prepetition and Post-Petition Extension Agreements because they expired prior to the Effective Date, the Claims still arise under the Subservicing Agreements and the Debtors did not assume those agreements. Accordingly, the Claims are, at most, contingent prepetition general unsecured claims regardless of whether the Subservicing Agreements and/or the Prepetition and Post-Petition Extension Agreements were deemed rejected or expired on their terms.

Conclusion

Based on the foregoing, the Court sustains the Debtors' Objection to the LHES and FoA Administrative Expense Claims²² and reclassifies them as General Unsecured Claims.²³

IT IS SO ORDERED.

Dated: New York, New York
October 21, 2021

/s/ James L. Garrity, Jr.
Hon. James L. Garrity, Jr.
U.S. Bankruptcy Judge

²² To be clear, to the extent that FoA is asserting administrative expense claims in Claim No. 21347, those claims are reclassified as General Unsecured Claims.

²³ In support of the Objection, the Plan Administrator also asserted that (i) even if the Court found that the Post-Petition Extension Agreements are in fact post-petition contracts (i) LHES and FoA would not be entitled to collect on an administrative priority basis because the parties did not obtain Court approval of the extensions (*see* Reply ¶¶ 41-49); and (ii) the claims would be limited to the reasonable value conferred upon the estates. *Id.* ¶¶ 61-71. The Court need not, and does not, address those arguments.

EXHIBIT 2

Notice of Appeal and Statement of Election

[Caption as in Form 416A, 416B, or 416D, as appropriate]

NOTICE OF APPEAL AND STATEMENT OF ELECTION

Part 1: Identify the appellant(s)

1. Name(s) of appellant(s):
Finance of America Reverse LLC
2. Position of appellant(s) in the adversary proceeding or bankruptcy case that is the subject of this appeal:

For appeals in an adversary proceeding.

- ☐ Plaintiff
☐ Defendant
☐ Other (describe) _____

For appeals in a bankruptcy case and not in an adversary proceeding.

- ☐ Debtor
☒ Creditor
☐ Trustee
☐ Other (describe) _____

Part 2: Identify the subject of this appeal

1. Describe the judgment, order, or decree appealed from: Memorandum Decision and Order Sustaining the Fifty-Second Omnibus Objection to Proofs of Claim (Misclassified Claims) with Respect to Claims of Liberty Home Equity Solutions, Inc. and Finance of America Reverse LLC
2. State the date on which the judgment, order, or decree was entered: October 21, 2021

Part 3: Identify the other parties to the appeal

List the names of all parties to the judgment, order, or decree appealed from and the names, addresses, and telephone numbers of their attorneys (attach additional pages if necessary): **Please see Exhibit 3.**

1. Party: _____ Attorney: _____

2. Party: _____ Attorney: _____

Part 4: Optional election to have appeal heard by District Court (applicable only in certain districts)

If a Bankruptcy Appellate Panel is available in this judicial district, the Bankruptcy Appellate Panel will hear this appeal unless, pursuant to 28 U.S.C. § 158(c)(1), a party elects to have the appeal heard by the United States District Court. If an appellant filing this notice wishes to have the appeal heard by the United States District Court, check below. Do not check the box if the appellant wishes the Bankruptcy Appellate Panel to hear the appeal.

Not applicable

- ☐ Appellant(s) elect to have the appeal heard by the United States District Court rather than by the Bankruptcy Appellate Panel.

Part 5: Sign below

/s/Peter S. Partee, Sr.

Date: November 3, 2021

Signature of attorney for appellant(s) (or appellant(s)
if not represented by an attorney)

Name, address, and telephone number of attorney
(or appellant(s) if not represented by an attorney):

Peter S. Partee, Sr. & Robert A. Rich

Hunton Andrews Kurth LLP

200 Park Avenue

New York, NY 10166 (212-309-1000)

Counsel for Finance of America Reverse LLC

Fee waiver notice: If appellant is a child support creditor or its representative and appellant has filed the form specified in § 304(g) of the Bankruptcy Reform Act of 1994, no fee is required.

[Note to inmate filers: If you are an inmate filer in an institution and you seek the timing benefit of Fed. R. Bankr. P. 8002(c)(1), complete Director's Form 4170 (Declaration of Inmate Filing) and file that declaration along with the Notice of Appeal.]

EXHIBIT 3

Parties and Respective Attorneys

Party	Attorneys
Appellant Finance of America Reverse LLC	Peter S. Partee, Sr. Robert A. Rich HUNTON ANDREWS KURTH LLP 200 Park Avenue New York, NY 10166 (212) 309-1000 ppartee@huntonak.com rrich2@huntonak.com
Appellee Mortgage Winddown LLC (f/k/a Ditech PA LLC) as Plan Administrator appointed pursuant to the <i>Third Amended Joint Chapter 11 Plan of Ditech Holding Corporation and its Affiliated Debtors</i>	Ray C. Schrock, P.C. Richard W. Slack Sunny Singh WEIL, GOTSHAL & MANGES LLP 767 Fifth Avenue New York, NY 10153 (212) 310-8000 ray.schrock@weil.com richard.slack@weil.com sunny.singh@weil.com

EXHIBIT 4

Civil Cover Sheet

The JS-44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for use of the Clerk of Court for the purpose of initiating the civil docket sheet.

PLAINTIFFS

Finance of America Reverse LLC

ATTORNEYS (FIRM NAME, ADDRESS, AND TELEPHONE NUMBER)

Peter S. Partee, Sr. and Robert A. Rich
Hunton Andrews Kurth LLP, 200 Park Ave, New York, NY 10166
(212) 309-1000

DEFENDANTS

Mortgage Winddown LLC (f/k/a Ditech PA LLC) as Plan Administrator
appointed pursuant to the Third Amended Joint Chapter 11 Plan of Ditech
Holding Corporation and its Affiliated Debtors

ATTORNEYS (IF KNOWN)

Ray C. Schrock, P.C., Richard W. Slack, and Sunny Singh
Weil, Gotshal & Manges LLP, 767 Fifth Ave, New York, NY 10153
(212) 310-8000

CAUSE OF ACTION (CITE THE U.S. CIVIL STATUTE UNDER WHICH YOU ARE FILING AND WRITE A BRIEF STATEMENT OF CAUSE)
(DO NOT CITE JURISDICTIONAL STATUTES UNLESS DIVERSITY)

28 U.S.C. § 158 - Appeal in a bankruptcy case

Has this action, case, or proceeding, or one essentially the same been previously filed in SDNY at any time? No ☒ Yes ☐ Judge Previously Assigned

If yes, was this case Vol. ☐ Invol. ☐ Dismissed. No ☐ Yes ☐ If yes, give date _____ & Case No. _____

IS THIS AN INTERNATIONAL ARBITRATION CASE?

No ☒ Yes ☐

(PLACE AN [x] IN ONE BOX ONLY)

NATURE OF SUIT

TORTS

ACTIONS UNDER STATUTES

CONTRACT

- ☐ 110 INSURANCE
☐ 120 MARINE
☐ 130 MILLER ACT
☐ 140 NEGOTIABLE INSTRUMENT
☐ 150 RECOVERY OF OVERPAYMENT & ENFORCEMENT OF JUDGMENT
☐ 151 MEDICARE ACT
☐ 152 RECOVERY OF DEFAULTED STUDENT LOANS (EXCL VETERANS)
☐ 153 RECOVERY OF OVERPAYMENT OF VETERAN'S BENEFITS
☐ 160 STOCKHOLDERS SUITS
☐ 190 OTHER CONTRACT
☐ 195 CONTRACT PRODUCT LIABILITY
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PERSONAL INJURY

- ☐ 310 AIRPLANE
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☐ 330 FEDERAL EMPLOYERS' LIABILITY
☐ 340 MARINE
☐ 345 MARINE PRODUCT LIABILITY
☐ 350 MOTOR VEHICLE
☐ 355 MOTOR VEHICLE PRODUCT LIABILITY
☐ 360 OTHER PERSONAL INJURY
☐ 362 PERSONAL INJURY - MED MALPRACTICE

ACTIONS UNDER STATUTES

CIVIL RIGHTS

- ☐ 440 OTHER CIVIL RIGHTS (Non-Prisoner)
☐ 441 VOTING
☐ 442 EMPLOYMENT
☐ 443 HOUSING/
ACCOMMODATIONS
☐ 445 AMERICANS WITH DISABILITIES - EMPLOYMENT
☐ 446 AMERICANS WITH DISABILITIES - OTHER
☐ 448 EDUCATION

REAL PROPERTY

- ☐ 210 LAND CONDEMNATION
☐ 220 FORECLOSURE
☐ 230 RENT LEASE & EJECTMENT
☐ 240 TORTS TO LAND
☐ 245 TORT PRODUCT LIABILITY
☐ 290 ALL OTHER REAL PROPERTY

PERSONAL INJURY

- ☐ 367 HEALTHCARE/ PHARMACEUTICAL PERSONAL INJURY/PRODUCT LIABILITY
☐ 365 PERSONAL INJURY PRODUCT LIABILITY
☐ 368 ASBESTOS PERSONAL INJURY PRODUCT LIABILITY

PERSONAL PROPERTY

- ☐ 370 OTHER FRAUD
☐ 371 TRUTH IN LENDING

PRISONER PETITIONS

- ☐ 463 ALIEN DETAINEE
☐ 510 MOTIONS TO VACATE SENTENCE
☐ 530 HABEAS CORPUS
☐ 535 DEATH PENALTY
☐ 540 MANDAMUS & OTHER

PRISONER CIVIL RIGHTS

- ☐ 550 CIVIL RIGHTS
☐ 555 PRISON CONDITION
☐ 560 CIVIL DETAINEE CONDITIONS OF CONFINEMENT

FORFEITURE/PENALTY

- ☐ 625 DRUG RELATED SEIZURE OF PROPERTY
21 USC 881
☐ 690 OTHER

PROPERTY RIGHTS

- ☐ 820 COPYRIGHTS
☐ 830 PATENT
☐ 835 PATENT-ABBREVIATED NEW DRUG APPLICATION
☐ 840 TRADEMARK

LABOR

- ☐ 710 FAIR LABOR STANDARDS ACT
☐ 720 LABOR/MGMT RELATIONS
☐ 740 RAILWAY LABOR ACT
☐ 751 FAMILY MEDICAL LEAVE ACT (FMLA)
☐ 790 OTHER LABOR LITIGATION
☐ 791 EMPL RET INC SECURITY ACT (ERISA)

IMMIGRATION

- ☐ 462 NATURALIZATION APPLICATION
☐ 465 OTHER IMMIGRATION ACTIONS

BANKRUPTCY

- ☒ 422 APPEAL
28 USC 158
☐ 423 WITHDRAWAL
28 USC 157

SOCIAL SECURITY

- ☐ 861 HIA (1395ff)
☐ 862 BLACK LUNG (923)
☐ 863 DIWC/DIWW (405(g))
☐ 864 SSID TITLE XVI
☐ 865 RSI (405(g))

FEDERAL TAX SUITS

- ☐ 870 TAXES (U.S. Plaintiff or Defendant)
☐ 871 IRS-THIRD PARTY
26 USC 7609

OTHER STATUTES

- ☐ 375 FALSE CLAIMS
☐ 376 QUI TAM
☐ 400 STATE REAPPORTIONMENT
☐ 410 ANTITRUST
☐ 430 BANKS & BANKING
☐ 450 COMMERCE
☐ 460 DEPORTATION
☐ 470 RACKETEER INFLUENCED & CORRUPT ORGANIZATION ACT (RICO)
☐ 480 CONSUMER CREDIT
☐ 485 TELEPHONE CONSUMER PROTECTION ACT
☐ 490 CABLE/SATELLITE TV
☐ 850 SECURITIES/ COMMODITIES/ EXCHANGE
☐ 890 OTHER STATUTORY ACTIONS
☐ 891 AGRICULTURAL ACTS
☐ 893 ENVIRONMENTAL MATTERS
☐ 895 FREEDOM OF INFORMATION ACT
☐ 896 ARBITRATION
☐ 899 ADMINISTRATIVE PROCEDURE ACT/REVIEW OR APPEAL OF AGENCY DECISION
☐ 950 CONSTITUTIONALITY OF STATE STATUTES

Check if demanded in complaint:

☐ CHECK IF THIS IS A CLASS ACTION UNDER F.R.C.P. 23

DO YOU CLAIM THIS CASE IS RELATED TO A CIVIL CASE NOW PENDING IN S.D.N.Y. AS DEFINED BY LOCAL RULE FOR DIVISION OF BUSINESS 13? IF SO, STATE:

DEMAND \$ _____ OTHER _____ JUDGE _____ DOCKET NUMBER _____

Check YES only if demanded in complaint

JURY DEMAND: ☐ YES ☒ NO

NOTE: You must also submit at the time of filing the Statement of Relatedness form (Form IH-32).

(PLACE AN x IN ONE BOX ONLY)

ORIGIN

- ☒ 1 Original Proceeding
 ☐ 2 Removed from State Court
 ☐ 3 Remanded from Appellate Court
 ☐ 4 Reinstated or Reopened
 ☐ 5 Transferred from (Specify District)
 ☐ 6 Multidistrict Litigation (Transferred)
 ☐ 7 Appeal to District Judge from Magistrate Judge
 ☐ 8 Multidistrict Litigation (Direct File)
- ☐ a. all parties represented
☐ b. At least one party is pro se.

(PLACE AN x IN ONE BOX ONLY)

BASIS OF JURISDICTION

IF DIVERSITY, INDICATE CITIZENSHIP BELOW.

- ☐ 1 U.S. PLAINTIFF
 ☐ 2 U.S. DEFENDANT
 ☒ 3 FEDERAL QUESTION
 ☐ 4 DIVERSITY
- (U.S. NOT A PARTY)

CITIZENSHIP OF PRINCIPAL PARTIES (FOR DIVERSITY CASES ONLY)

(Place an [X] in one box for Plaintiff and one box for Defendant)

CITIZEN OF THIS STATE	PTF [] 1	DEF [] 1	CITIZEN OR SUBJECT OF A FOREIGN COUNTRY	PTF DEF [] 3 [] 3	INCORPORATED and PRINCIPAL PLACE OF BUSINESS IN ANOTHER STATE	PTF DEF [] 5 [] 5
CITIZEN OF ANOTHER STATE	[] 2	[] 2	INCORPORATED or PRINCIPAL PLACE OF BUSINESS IN THIS STATE	[] 4 [] 4	FOREIGN NATION	[] 6 [] 6

PLAINTIFF(S) ADDRESS(ES) AND COUNTY(IES)

Finance of America Reverse LLC

8023 E 63rd PI #700

Tulsa, OK 74133

County of Tulsa

DEFENDANT(S) ADDRESS(ES) AND COUNTY(IES)

Mortgage Winddown LLC (f/k/a Ditech PA LLC), as Plan Administrator appointed pursuant to the Third Amended Joint Chapter 11 Plan of Ditech Holding Corporation and its Affiliated Debtors

1100 Virginia Drive, Suite 100

Fort Washington, Pennsylvania 19034

County of Montgomery

DEFENDANT(S) ADDRESS UNKNOWN

REPRESENTATION IS HEREBY MADE THAT, AT THIS TIME, I HAVE BEEN UNABLE, WITH REASONABLE DILIGENCE, TO ASCERTAIN THE RESIDENCE ADDRESSES OF THE FOLLOWING DEFENDANTS:

COURTHOUSE ASSIGNMENT

I hereby certify that this case should be assigned to the courthouse indicated below pursuant to Local Rule for Division of Business 18, 20 or 21.

Check one: THIS ACTION SHOULD BE ASSIGNED TO: ☐ WHITE PLAINS ☒ MANHATTAN

DATE 11/3/21 /s/ Peter S. Partee, Sr.

SIGNATURE OF ATTORNEY OF RECORD

RECEIPT #

ADMITTED TO PRACTICE IN THIS DISTRICT

[] NO

[X] YES (DATE ADMITTED Mo. June Yr. 2007)

Attorney Bar Code # 4484234

Magistrate Judge is to be designated by the Clerk of the Court.

Magistrate Judge _____ is so Designated.

Ruby J. Krajick, Clerk of Court by _____ Deputy Clerk, DATED _____.

UNITED STATES DISTRICT COURT (NEW YORK SOUTHERN)

United States Bankruptcy Court for the Southern District of New York	
Name of Debtor: Reverse Mortgage Solutions, Inc. Case Number: 19-10422	For Court Use Only Claim Number: 0000021347 File Date: 04/25/2019 13:02:20

Proof of Claim (Official Form 410)

Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. With the exception of 503(b)(9), do not use this form to make a request for payment of an administrative expense. Make such a request according to 11 U.S.C. § 503.

Filers must leave out or redact information that is entitled to privacy on this form or on any attached documents. Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. Do not send original documents; they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Fill in all the information about the claim as of the date the case was filed. That date is on the notice of bankruptcy (Form 309) that you received.

04/16

Part 1: Identify the Claim	
1. Who is the current creditor? Name of the current creditor (the person or entity to be paid for this claim): Finance of America Reverse LLC Other names the creditor used with the debtor: Urban Financial	
2. Has this claim been acquired from someone else? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. From whom?	
3. Where should notices and payments to the creditor be sent? Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)	
Where should notices to the creditor be sent? Name: Finance of America Reverse LLC Address: Attn: Karen C. Tankersley, Esq. 909 Lake Carolyn Parkway, Suite 1550 City: Irving State: TX ZIP Code: 75039 Country (if International): Phone: 972.999.1840 Email: ktankersley@financeofamerica.com	Where should payments to the creditor be sent? (if different) Name: Address: City: State: ZIP Code: Country (if International): Phone: Email:
4. Does this claim amend one already filed? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Claim number on court claims register (if known) Filed on MM / DD / YYYY	5. Do you know if anyone else has filed a proof of claim for this claim? <input type="checkbox"/> No <input type="checkbox"/> Yes. Who made the earlier filing?

Part 2: Give Information About the Claim as of the Date the Case Was Filed**6. Do you have any number you use to identify the debtor?**☒ No☐ Yes.

Last 4 digits of the debtor's account or any number you use to identify the debtor:

____ _

7. How much is the claim?

\$ 54,085,623.66 unliquidated

Does this amount include interest or other charges?☒ No☐ Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).**8. What is the basis of the claim?**

Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card. Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c). Limit disclosing information that is entitled to privacy, such as health care information.

Other Basis

see attachment

9. Is all or part of the claim secured?☒ No☐ Yes. The claim is secured by a lien on property.**Nature of property:**☐ Real estate. If the claim is secured by the debtor's principal residence, file a *Mortgage Proof of Claim Attachment* (official Form 410-A) with this *Proof of Claim*.☐ Motor vehicle☐ Other. Describe: _____**Basis for perfection:**

Attach redacted copies of documents, if any, that show evidence of perfection of security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.)

Value of property: \$ _____**Amount of the claim that is secured:** \$ _____**Amount of the claim that is unsecured:** \$ _____

(The sum of the secured and unsecured amounts should match the amount in line 7.)

Amount necessary to cure any default as of the date of the petition: \$ _____**Annual Interest Rate** (when case was filed) _____%☐ Fixed ☐ Variable**10. Is this claim based on a lease?**☒ No☐ Yes. Amount necessary to cure any default as of the date of petition.

\$ _____

11. Is this claim subject to a right of setoff?☒ No☐ Yes. Identify the property: _____**12. Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?**☐ No☒ Yes. Check one:☐ Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).☐ Up to \$2,850* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7).☐ Wages, salaries, or commissions (up to \$12,850*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4).☐ Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8).☐ Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5).☒ Other. Specify subsection of 11 U.S.C. § 507 (a) (507(a)(2)) that applies.

* Amounts are subject to adjustment on 4/01/19 and every 3 years after that for cases begun on or after the date of adjustment.

A claim may be partly priority and partly nonpriority. For example, in some categories, the law limits the amount entitled to priority.

Amount entitled to priority

\$ _____

\$ _____

\$ _____

\$ _____

\$ _____

\$ 0.00

\$ _____

13. Does this claim qualify as an Administrative Expense under 11 U.S.C. § 503(b)(9)?☒ No☐ Yes. Amount that qualifies as an Administrative Expense under 11 U.S.C. § 503(b)(9): \$ _____

Part 3: Sign Below

The person completing this proof of claim must sign and date it. FRBP 9011(b).

If you file this claim electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what a signature is.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Check the appropriate box:

- ☒ I am the creditor.
- ☐ I am the creditor's attorney or authorized agent.
- ☐ I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.
- ☐ I am a guarantor, surety, endorser, or other co-debtor. Bankruptcy Rule 3005.

I understand that an authorized signature on this *Proof of Claim* serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

I have examined the information in this *Proof of Claim* and have a reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

<u>Kathleen Marie Milligan</u>	<u>04/25/2019 13:02:20</u>
Signature	Date

Provide the name and contact information of the person completing and signing this claim:

Name	<u>Kathleen Marie Milligan</u>		
Address	<u>Chief Servicing Officer</u>		
	<u>Finance of America Reverse LLC</u>		
	<u>909 Lake Carolyn Parkway, Suite 1550</u>		
City	<u>Irving</u>		
State	<u>TX</u>	Zip	<u>75039</u>
Country (in international)	<u>USA</u>		
Phone	<u>972 999 1840</u>		
Email	<u>kmilligan@financeofamerica.com</u>		

United States Bankruptcy Court for the Southern District of New York Ditech Holding Corporation Claims Processing Center c/o Epiq Corporate Restructuring, LLC P.O. Box 4421 Beaverton, OR 97076-4421	
Name of Debtor: Reverse Mortgage Solutions, Inc. Case Number: 19-10422	
	For Court Use Only
Proof of Claim (Official Form 410)	04/16

Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. With the exception of claims under 503(b)(9), do not use this form to make a request for payment of an administrative expense. Make such a request according to 11 U.S.C. § 503. Filers must leave out or redact information that is entitled to privacy on this form or on any attached documents. Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. Do not send original documents; they may be destroyed after scanning. If the documents are not available, explain in an attachment. A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571. Fill in all the information about the claim as of the date the case was filed. That date is on the notice of bankruptcy (Form 309) that you received.

Part 1: Identify the Claim		
1. Who is the current creditor? Name of the current creditor (the person or entity to be paid for this claim): <u>Finance of America Reverse LLC</u> Other names the creditor used with the debtor: <u>Urban Financial of America; Urban Financial Group, Inc.</u>		
2. Has this claim been acquired from someone else? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. From whom? _____		
3. Where should notices and payments to the creditor be sent? Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)		
Where should notices to the creditor be sent? Finance of America Reverse LLC Attn: Karen C. Tankersley, Esq. 909 Lake Carolyn Parkway, Suite 1550 Irving, TX 75039 ktankersley@financeofamerica.com with a copy to: Finance of America Reverse LLC c/o HuntonAndrews Kurth LLP Attn: Peter S. Partee, Sr., Esq., Robert A. Rich, Esq., and Michael S. Legge, Esq. 200 Park Avenue New York, NY 10166 (212) 309-1132 ppartee@huntonak.com r-rich2@huntonak.com mlegge@huntonak.com	Where should payments to the creditor be sent? (if different) Name _____ Number _____ Street _____ City _____ State _____ ZIP Code _____ Country (if International): _____ Contact phone: _____ Contact email: _____	4. Does this claim amend one already filed? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Claim number on court claims register (if known) _____ Filed on _____ MM / DD / YYYY 5. Do you know if anyone else has filed a proof of claim for this claim? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Who made the earlier filing? _____
Part 2: Give Information About the Claim as of the Date the Case Was Filed		
6. Do you have any number you use to identify the debtor? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes Last 4 digits of the debtor's account or any number you use to identify the debtor: _____	7. How much is the claim? <u>\$ Not less than \$54,085,623.66</u> Does this amount include interest or other charges? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Attach statement itemizing interest, fees, expenses, or other charges	8. What is the basis of the claim? Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card. Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c). Limit disclosing information that is entitled to privacy, such as health care information. <u>See Attachment</u>

required by Bankruptcy Rule
3001(c)(2)(A).

9. Is all or part of the claim secured? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. The claim is secured by a lien on property. Nature of property: <input type="checkbox"/> Real estate. If the claim is secured by the debtor's principal residence, file a <i>Mortgage Proof of Claim Attachment</i> (official Form 410-A) with this <i>Proof of Claim</i> <input type="checkbox"/> Motor vehicle <input type="checkbox"/> Other. Describe: _____ Basis for perfection: _____ Attach redacted copies of documents, if any, that show evidence of perfection of security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.) Value of property: \$ _____ Amount of the claim that is secured: \$ _____ Amount of the claim that is unsecured: \$ _____ (The sum of the secured and unsecured amounts should match the amount in line 7.) Amount necessary to cure any default as of the date of the petition: \$ _____ Annual Interest Rate (when case was filed) % <input type="checkbox"/> Fixed <input type="checkbox"/> Variable	10. Is this claim based on a lease? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Amount necessary to cure any default as of the date of petition. \$ _____ 12. Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)? <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes. Check one: <input type="checkbox"/> Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B). <input type="checkbox"/> Up to \$2,850* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7). <input type="checkbox"/> Wages, salaries, or commissions (up to \$12,850*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4). <input type="checkbox"/> Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8). \$ _____ <input type="checkbox"/> Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5). \$ _____ <input checked="" type="checkbox"/> Other. Specify subsection of 11 U.S.C. § 507 (a)() that applies. \$ TBD §507(a)(2) <small>* Amounts are subject to adjustment on 4/01/19 and every 3 years after that for cases begun on or after the date of adjustment.</small>	11. Is this claim subject to a right of setoff? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Identify the property: _____ A claim may be partly priority and partly nonpriority. For example, in some categories, the law limits the amount entitled to priority. Amount entitled to priority \$ _____ \$ _____ \$ _____
---	---	---

13. Does this claim qualify as an Administrative Expense under 11 U.S.C. § 503(b)(9)?

- ☒ No
☐ Yes. Amount that qualifies as an Administrative Expense under 11 U.S.C. § 503(b)(9): \$ _____

Part 3: Sign Below

The person completing this proof of claim must sign and date it. FRBP 9011(b).

If you file this claim electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what a signature is.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Check the appropriate box:

- ☒ I am the creditor.
☐ I am the creditor's attorney or authorized agent.
☐ I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.
☐ I am a guarantor, surety, endorser, or other co-debtor. Bankruptcy Rule 3005.

I understand that an authorized signature on this *Proof of Claim* serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

I have examined the information in this *Proof of Claim* and have a reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on date: 04/25/2019
 MM / DD / YYYY
 Signature: Kathleen Marie Milligan
4EC05415D808494

Print the name of the person who is completing and signing this claim:

Name: Kathleen Marie Milligan
 First name: Kathleen Middle name: Marie Last name: Milligan
 Title: Chief Servicing Officer
 Company: Finance of America Reverse LLC
 Identify the corporate servicer as the company if the authorized agent is a servicer.

	Address	909 Lake Carolyn Parkway, Suite 1550		
	Number	Street		
	Irving, TX 75039			
	City	State	Zip Code	
Contact Phone	972.999.1840	Email	kmilligan@financeofamerica.com	

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

In re:

REVERSE MORTGAGE SOLUTIONS, INC.,

Debtor.

)
)
)
)
)
)
)

Chapter 11

Case No. 19-10422 (JLG)

**ATTACHMENT TO PROOF OF CLAIM OF
FINANCE OF AMERICA REVERSE LLC**

Finance of America Reverse LLC f/k/a Urban Financial of America (“FoA”) submits this proof of claim (the “Proof of Claim”) in the above-captioned bankruptcy case of Reverse Mortgage Solutions, Inc. (“RMS,” together with its affiliated debtors, the “Debtors”).

The Parties

1. FoA is a financial services company with its principal place of business in Tulsa, Oklahoma.

2. RMS is a financial services company with its principal place of business in Houston, Texas. On February 11, 2019 (the “Petition Date”), RMS and its affiliated Debtors filed voluntary petitions for relief under chapter 11 of Title 11 of the United States Code (the “Bankruptcy Code”) in the United States Bankruptcy Court for the Southern District of New York. Prior to the Petition Date, the Debtors’ business consisted of originating, servicing and subservicing mortgage loans and reverse mortgage loans.

The Subservicing Agreements

3. FoA and RMS are parties to the following agreements (collectively, the “Subservicing Agreements”)¹:

- Reverse Mortgage Subservicing Agreement, dated as of October 4, 2018, by and between RMS and FoA (the “Oct 4th Agreement”);
- Reverse Mortgage Subservicing Agreement, dated as of December 12, 2017, by and between RMS and FoA (the “Dec 12th Agreement”); and
- Reverse Mortgage Subservicing Agreement, dated as of March 18, 2011, by and between RMS and FoA (f/k/a Urban Financial Group, Inc.) (as extended from time to time, including pursuant to that certain Extension Agreement dated January 30, 2019, the “Mar 18th Agreement”).

4. Pursuant to the Subservicing Agreements, RMS subservices certain reverse mortgage loans of which FoA is the owner and/or the named servicer.

5. Specifically, RMS is obligated to perform, observe and discharge all of the duties, agreements, covenants and obligations of FoA as servicer under the underlying Service Agreements,² with the proper care and level of service required to meet applicable Servicing Standards. *See* Subservicing Agreements, § 3.1(a). The functions required to be performed by RMS include without limitation:

- i. handling Foreclosure and other types of Litigation relating to specific Mortgage Loans (unless FoA elects to handle any such Litigation directly). Subservicing Agreements, §§ 3.1(b)(i), 3.7(d);

¹ The Subservicing Agreements contain sensitive business information and will be made available upon reasonable written request to Hunton Andrews Kurth LLP at the address for notices set forth below and subject to appropriate confidentiality protection.

² Terms herein with an initial capital not required by standard capitalization rules are defined terms, and each such term not parenthetically defined herein shall have the meaning assigned to it in the applicable Subservicing Agreement.

- ii. taking all action necessary under applicable FHA Insurance Contracts³ to ensure that FoA receives available insurance proceeds from the FHA, HUD and any other entity that insures or guarantees all or part of the risk of loss on a Mortgage Loan (an “Insurer”). Oct 4th and Dec 12th Agreements, §§ 3.6(a)(vii), 3.7(b), Mar 18th Agreement, §§ 3.6(a)(xviii), 3.7(b);
- iii. making all required Advances (including without limitation customary Advances for property preservation and foreclosure expenses) under the Mortgage Documents. Oct 4th and Dec 12th Agreements, §§ 3.6(a)(xv), 3.8(a), Mar 18th Agreement, §§ 3.6(a)(xiii), 3.8(a);
- iv. minimizing amounts for which FoA may be responsible under the Subservicing Agreements and the Servicing Agreements, including without limitation by maximizing eligible reimbursements for Advances. Subservicing Agreements, § 3.7(b);
- v. assigning Mortgage Loans to HUD when such Mortgage Loans become eligible for assignment. Oct 4th and Dec 12th Agreements, § 3.11, Mar 18th Agreement, § 3.13;
- vi. disbursing, receiving and properly accounting for payments, debits and credits on Mortgage Loans. Subservicing Agreements, § 3.6(a)(ii);
- vii. maintaining required fire, flood and hazard insurance on Mortgaged Properties. Oct 4th and Dec 12th Agreements, § 3.6(a)(xii), Mar 18th Agreement, § 3.6(a)(x);
- viii. arranging inspections for Mortgaged Properties in accordance with Applicable Requirements,⁴ and using commercially reasonable efforts to secure and maintain vacant or abandoned Mortgaged Properties (“Inspection and Maintenance Obligations”). Oct 4th and Dec 12th Agreement, § 3.6(a)(xiv), Mar 18th Agreement, § 3.6(a)(xii);
- ix. timely remitting all amounts (including without limitation servicing fees) required to be remitted to FoA, investors, and any appropriate parties in accordance with Applicable Requirements. Subservicing Agreements, § 3.8(f); and

³ “FHA Insurance Contract” means, with respect to any Mortgage Loan, the related insurance policy granted by the Federal Housing Administration (the “FHA”) under the National Housing Act, which insures against default risk for the benefit of the applicable lender or investor.

⁴ “Applicable Requirements” includes, without limitation, with respect to the Mortgage Loans and servicing, (a) all of FoA’s contractual obligations under the Mortgage Documents, (b) all of FoA’s contractual requirements under any agreements with an Insurer or Investor (including without limitation the Servicing Agreements, (c) procedures described in HUD’s servicing guides and in Fannie Mae selling guides; (d) all applicable laws, (e) all applicable regulations including FHA regulations, (f) prudent mortgage banking standards, and (g) FoA directives.

- x. indemnifying FoA for all losses, including without limitation attorneys' fees, resulting from RMS' breach of the representations, warranties, and/or covenants in the Subservicing Agreements, and for RMS' failure to perform any of its duties under the Subservicing Agreements in any material respect. Subservicing Agreements, §§ 3.7, 10.1.

The Claims

6. FoA holds claims against RMS for any and all damages arising as a result of RMS' failure to perform and other material breaches of the Subservicing Agreements, known or unknown, that have occurred or may occur, including without limitation damages resulting from: (i) mishandled Litigation; (ii) failure to maximize recoveries on FHA Insurance Contracts, including without limitation by incurring Curtailment Loss (as defined below); (iii) failure to maximize eligible reimbursements for Advances, including without limitation by incurring Ineligible Expenses (defined below); (iv) failure to properly effectuate assignment of eligible Mortgage Loans to HUD; (v) unpaid servicing fees and other amounts due to FoA; (vi) improper accounting; (vii) failure to maintain proper insurance on Mortgaged Properties; (viii) failure to fulfill Inspection and Maintenance Obligations; (ix) claims asserted against FoA resulting from RMS' failure to perform under the Subservicing Agreements and FoA's related legal fees and expenses; (x) RMS' breaches of representations, warranties, and covenants under the Subservicing Agreements; and (xi) fees and other costs associated with the termination of the Subservicing Agreements and transfer of servicing obligations from RMS to FoA or a third-party servicer. Certain specific categories of FoA's known claims against RMS are further described below.

7. Curtailment Loss. Under FHA Insurance Contracts and Applicable Requirements, if a servicer fails to initiate a foreclosure process within the specified period of time following a borrower default, the servicer is subject to interest curtailment, meaning the

servicer will forfeit any claim against the FHA (or other applicable Insurer) for interest that would otherwise accrue after the date of the missed deadline (“Interest Curtailment”). FoA has incurred Interest Curtailment losses as a result of RMS’ failure to timely initiate foreclosure proceedings following borrower default on a number of Mortgage Loans.

8. Ineligible Expenses. Certain expenses incurred or accrued by RMS in connection with Mortgage Loans are ineligible for reimbursement due to errors or mistakes by RMS (“Ineligible Expenses”). The Ineligible Expenses consist of servicing-related expenditures (such as foreclosure attorney fees and inspections) incurred by RMS that were recoverable from third-parties, typically the borrower, but for which RMS failed to recover due to RMS’ own failure to comply with the applicable Subservicing Agreement or other Applicable Requirement.

9. Assignment Errors. Pursuant to the Subservicing Agreements, in the event that the Principal Balance of a Mortgage Loan reaches a certain threshold, and the Mortgage Loan is not due and payable, RMS “shall assign such Mortgage Loan to HUD.” Mar 18th Agreement § 3.13; Oct 4th and Dec 12th Agreements § 3.11. RMS’ failure to properly comply with these assignment provisions (an “Assignment Error”) has led to loan losses, an inability to maximize FoA’s entitlement to recovery under FHA insurance, and an increase in FoA’s balance sheet risk and carrying costs.

10. Litigation Errors. RMS is responsible for handling Foreclosure and other types of Litigation relating to specific Mortgage Loans unless FoA elects otherwise. Subservicing Agreements, § 3.7(d). RMS must promptly notify FoA of any third party claims relating to a Mortgage Loan so that FoA may manage its overall litigation risk. *Id.*, § 10.1. RMS has (i) negligently managed certain Litigation relating to the Mortgage Loans and (ii) failed to properly

notify FoA of the existence of certain Litigation, which at times has resulted in judgments against FoA (collectively, “Litigation Errors”)

11. The foregoing descriptions are illustrative and not exhaustive.

Quantification of Known Claims

12. FoA hereby asserts a claim against RMS in the amount of \$54,085,623.66 (the “Claim Amount”), plus other amounts to be determined after appropriate discovery and investigation, as a result of RMS’s failure to perform and other material breaches of the Subservicing Agreements. Annexed hereto as **Exhibit 1** is a spreadsheet which sets forth the calculation of the Claim Amount (the “Claim Summary”). The categories set forth in the Claim Summary are further described below.

13. Category 1: Make Whole Requests - \$1,359,699.18 (238 Mortgage Loans). In the ordinary course of business, FoA provided RMS, approximately twice per month, with make whole requests (“MWRs”) for losses realized by FoA on liquidated Mortgage Loans. Amounts identified on MWRs reflect losses resulting from RMS’ failure to perform under the Subservicing Agreements, including without limitation on account of Interest Curtailment, Ineligible Expenses, Assignment Errors and Litigation Errors. FoA has provided RMS with MWRs for \$1,359,699.18 in losses relating to 238 Mortgage Loans. The reason for the reimbursement request with respect to each individual Mortgage Loan is set forth in the applicable MWRs, which upon information and belief are in the Debtor’s possession and also are available upon reasonable written request to Hunton Andrews Kurth LLP at the address for notices set forth below and subject to appropriate confidentiality protection. The MWRs have not been paid as of the hereof.

14. Category 2: ARGO - \$5,093,401.16 (266 Mortgage Loans). RMS periodically has provided FoA with a report (the “ARGO”) identifying Mortgage Loans on which FoA has incurred Interest Curtailment losses as a result of RMS’ failure to timely commence enforcement actions. The most recent ARGO received by FoA from RMS lists Interest Curtailment as of September 30, 2018.⁵ FoA has calculated Interest Curtailment losses through April 1, 2019 in the amount of \$5,093,401.16 in connection with 266 Mortgage Loans listed in the ARGO that remain unliquidated (and, therefore, are not captured in the MWRs described above). Interest Curtailment on these Mortgage Loans is continuing and will continue until the Mortgage Loans are liquidated, and FoA asserts a claim for all accruing Interest Curtailment.

15. Category 3: Active Buyout (ABO) - \$6,619,304.54 (1,079 Mortgage Loans). FoA has invoiced RMS for \$6,619,304.54 in losses incurred as a result of RMS’ Assignment Errors with respect to 1,079 liquidated Mortgage Loans. These Mortgage Loans have been assigned to HUD, but were not assigned timely by RMS. FoA would not have incurred these losses had RMS timely assigned the Mortgage Loans as required under the Subservicing Agreements.

16. Category 4: Other Claims on Liquidated Mortgage Loans - \$3,487,965.20 (609 Mortgage Loans). This category includes FoA’s losses of \$3,487,965.20 on 609 liquidated Mortgage Loans not already included in the categories above. This category includes several subcategories as indicated on the Claim Summary. The first subcategory involves defaulted Mortgage Loans for which FoA (itself or through RMS) acquired the underlying property (“REO”), but which REO has not yet been sold to a third party. For this subcategory, FoA calculates its loss based on the appraisal value of the REO, and attributes to RMS losses above historical averages. The second subcategory involves REO which already has been sold. For

⁵ FoA intends to submit a Bankruptcy Rule 2004 request for the most recently updated ARGO to the extent not provided by RMS.

this subcategory, FoA has calculates its loss after accounting for sale proceeds, and attributes to RMS losses above historical averages. The third subcategory involves Mortgage Loans that have been assigned to HUD and are not in default. All losses incurred by FoA in connection with the Mortgage Loans in this subcategory are attributed to RMS. The foregoing subcategories are further broken down into “Pre” (i.e. incurred prior to the Petition Date) and “Post” (i.e. incurred on or after Petition Date) line items.

17. Category 5: Assignment Errors /Approved Assignments - \$2,954,777.07 (421 Mortgage Loans). This category includes losses of \$2,954,777.07 attributable to RMS’ Assignment Error in connection with 421 Mortgage Loans not already included in the above categories. RMS failed to timely assign these Mortgage Loans to HUD once they became eligible for assignment. The applicable borrowers have since defaulted on the Mortgage Loans. FoA’s loss is calculated as of the time FoA approved assignment of the Mortgage Loans to HUD.

18. Category 6: Assignment Errors /Declined Assignments - \$7,979,005.04 (589 Mortgage Loans). This category includes losses of \$7,979,005.04 attributable to RMS’ Assignment Error in connection with 589 Mortgage Loans not already included in the above categories. RMS failed to timely assign these Mortgage Loans to HUD once they became eligible for assignment. The applicable borrowers have since defaulted on the Mortgage Loans. In an attempt to mitigate damages caused by RMS’ Assignment Error, FoA subsequently determined not to assign these Mortgage Loans to HUD, opting instead to keep the Mortgage Loans rather than realize the loss caused by the Assignment Error. FoA’s loss is calculated as of the time FoA made the determination not to assign the applicable Mortgage Loan to HUD.

19. Category 7: Assignment Errors /No Decision – \$182,265.00 (12 Mortgage Loans). This category includes losses of \$182,265.00 attributable to RMS' Assignment Error in connection with 12 Mortgage Loans not already included in the above categories. RMS failed to timely assign these Mortgage Loans to HUD once they became eligible for assignment. The applicable borrowers have since defaulted on the Mortgage Loans. FoA has not yet made a determination as to whether to assign these Mortgage Loans following the Assignment Error. The loss is calculated as of March 2019.

20. Category 8: Puerto Rico REO – \$423,820.29 (46 Mortgage Loans). This category involves REO located in Puerto Rico and includes losses of \$423,820.29 in connection with 46 Mortgage Loans not already included in the above categories. The loss calculation for this category is similar to Category 4, except that the REO is located in Puerto Rico. FoA calculates its loss based on the appraisal value (for REO not yet sold) or sale proceeds (for REO sold) and attributes to RMS losses above the historical average with respect to Mortgage Loans for properties located in Puerto Rico.

21. Category 9: Puerto Rico Property Preservation Claims - \$8,326,835.83 (51 Mortgage Loans). This category includes losses of \$8,326,835.83 in connection with 51 Mortgage Loans not included in the above categories, and for which the Mortgaged Properties are located in Puerto Rico. RMS' failure to fulfill its Inspection and Maintenance Obligations with respect to Mortgaged Properties located in Puerto Rico has been particularly egregious. The Mortgaged Properties securing the Mortgage Loans in this category have been abandoned or otherwise left vacant for months or even years, and yet RMS has failed to properly inspect, maintain or otherwise preserve the value of these properties. In the instances where RMS has arranged any maintenance or inspection, a substantial portion of the related expenses have been

determined to be Ineligible Expenses. FoA calculates its loss as the amount of the unpaid principal balance with respect to the Mortgage Loans in this category.

22. Category 10: Litigation Errors - \$17,658,550. This category includes losses of \$17,658,550 in connection with known RMS Litigation Errors. As set forth above, RMS is required to promptly notify FoA of Litigation issues, and RMS is responsible for handling Foreclosure and other types of Litigation relating to specific Mortgage Loans unless FoA elects otherwise.

23. RMS has failed to notify FoA of numerous Litigation issues. For example, in the case of *Finance of America v. Hopken*, which RMS litigated in the name of FoA, RMS allowed the case to proceed to a jury prior to providing any notice to FoA. The result was a jury verdict awarding damages against FoA, including exemplary damages in the amount of \$200,000. *See Finance of America Reverse LLC v Hopken*, Case No. DC1616418, 2019 WL 259771 (Tex. Dist. Jan. 04, 2019). The *Hopken* case now is being handled by FoA and is under appeal.

24. RMS also has mishandled ongoing Litigation. For example, in certain instances RMS has failed to appear at court hearings and/or allowed default judgments to be entered in ongoing Litigation. In a number of Foreclosure actions, borrowers or other parties have asserted counterclaims and other claims relating to alleged servicing errors or other actions taken by RMS. FoA has incurred substantial legal and other expenses in connection with Litigation mishandled by RMS, which expenses are expressly made part of this Proof of Claim.

25. Certain of the known cases in which Litigation Errors have occurred are identified on the schedule annexed hereto as **Exhibit 2**. FoA's total loss attributable to Litigation Errors currently is unknown, but has been estimated as the unpaid principal balance of the Mortgage Loans that relate to the mishandled Litigation. In many instances, losses may exceed the unpaid

principal balance of the respective Mortgage Loans. FoA reserves the right to assert such claims as and when they become known.

26. The foregoing categories are not exhaustive. Losses resulting from RMS' failure to perform and other material breaches of the Subservicing Agreements are continuing, and therefore the full amount of FoA's claims against RMS likely will exceed the amounts set forth above and in the Claim Summary.

Supporting Documents

27. The documents upon which the claims are based are voluminous and, upon information and belief, are in the Debtors' possession. Additional supporting documentation will be provided to the Debtors or their representatives and to other appropriate parties-in-interest upon reasonable written request to Hunton Andrews Kurth LLP at the address for notices set forth below and subject to appropriate confidentiality protection.

No Judgment

28. No judgment has been rendered on the claims set forth in this Proof of Claim.

No Setoff

29. The claims set forth in this Proof of Claim are not subject to any valid setoff or counterclaim by the Debtors; *provided however* that FoA expressly reserves and does not waive any setoff or recoupment rights that it possesses.

Administrative Expense Claims

30. This Proof of Claim is without prejudice to claims, if any, that FoA has or may have for payment of any administrative expense allowable under section 503(b) of the Bankruptcy Code or otherwise with respect to any transaction, whether or not such amounts are

included in this Proof of Claim, and FoA expressly reserves its rights to file such claim or any similar claim at an appropriate time.

Additional Proofs of Claim

31. This Proof of Claim is filed without prejudice to the filing by FoA of additional proofs of claim with respect to any other liability or indebtedness of the Debtors. FoA specifically preserves all of its procedural and substantive defenses and rights with respect to any claim that may be asserted against FoA by the Debtors or any other party in interest in the Debtors' bankruptcy cases, or any other person or entity whatsoever.

Notices

32. All notices and distributions in respect of this Proof of Claim should be forwarded to:

Karen C. Tankersley, Esq.
Finance of America Holdings LLC
909 Lake Carolyn Parkway, Suite 1550
Irving, Texas 75039
ktankersley@financeofamerica.com

With a copy to:

Peter S. Partee, Sr., Esq.
Robert A. Rich, Esq.
Michael S. Legge, Esq.
HUNTON ANDREWS KURTH LLP
200 Park Avenue
New York, New York 10166
ppartee@huntonak.com
rrich2@huntonak.com
mlegge@huntonak.com

No Waiver

33. The filing of this Proof of Claim is not and should not be construed to be: (i) a waiver or release of FoA's rights against any other entity or person liable for all or part of any

claim described herein; (ii) a waiver of the right to seek to have the reference withdrawn with respect to (a) the subject matter of these claims, (b) any objection or other proceedings commenced with respect thereto, or (c) any other proceedings commenced in this case against or otherwise involving FoA; (iii) a waiver of any right to the subordination, in favor of FoA, of indebtedness or liens held by other creditors of the Debtors; or (iv) an election of remedy which waives or otherwise affects any other remedy of FoA.

Reservation of Rights

34. This Proof of Claim is filed with full reservation of rights, including the right to assert additional, supplementary and/or amended proofs of claim and requests for administrative expense reimbursements based on events, information and/or documents obtained from the Debtors or others through discovery or otherwise. Without in any way limiting the foregoing, FoA reserves its right to assert any claim it may have against the Debtors, or against any other party or property other than the Debtors and their estates. This Proof of Claim is conditional only and is not intended, nor should it be construed, as FoA's consent to jurisdiction in the Southern District of New York, or as a waiver of FoA's right to a trial by jury in any action or proceeding.

Exhibit 1
Claim Summary

QUESTION

[illegible]

Exhibit 2

<u>Case Name¹</u>
Finance of America Reverse, LLC v. Celia A. Hopken
Finance of America Reverse, LLC v. Noreen Horn, as Personal Representative of the Estate of Samuel Horn, et al.
Eva Enriquez vs. FAR, et al.
City of Chicago vs. FAR (2703 Wilcox St.)
City of Chicago vs. FAR - 12253 S. LaSalle St., Chicago, IL 60628
Mary Ann Sievers vs. Reverse Mortgage Solutions, Inc.
City of New Orleans vs. Andrea T. Lucas
Minnie Smith vs. Reverse Mortgage Solutions Inc.
Wilma McKinnon vs. Finance of America Reverse LLC; Reverse Mortgage Solutions
Harmony Township, Inc. vs. Carrie Lennon-Johnson, et al.
Elie Nassar vs. Reverse Mortgage Solutions, Finance of America Reverse, First National Bank
Urban Financial of America LLC v. Josephine Ross
Urban Financial REO, LLC vs Betty Atwood, et al.
City of Chicago v. Finance of America Reverse (2703 W. Wilcox St.)
Fareverse LLC I/L/T/N Finance of America Reverse LLC vs. Theodora Green, et al.
The Estate of Juan Rodriguez-Mojica and Josefina Morales-Asencio; Sujei Iris Rodriguez Rodriguez; Sulay Josephine Rodriguez Rodriguez; Luis Manuel Rodriguez Morales; Carmen E Rodriguez Figueroa vs. Urban Financial of America, LLC dba the Money House, Inc., Reverse Mortgage Solutions, Inc. and John Doe, Inc., Insurers Richard Roe, Inc., Insurers
Finance of America Reverse LLC v. Robert L Taylor, Secretary of Housing and Urban Development, NYC Parking Violations Bureau, NYC Environmental Control Board and John Doe
Reverse Mortgage Solutions, Inc. and Finance of America Reverse f/k/a Urban Financial v. Country Insurance and Financial Services
Shirley Lolim and Samuel Q Lolim and Angela Lolim, husband and wife vs. Emma Diaz, Josue Gamayo, POD 2 at Monarch Lakes Property Owners Association, Inc., Monarch Lakes Property Owners Association, Inc., Mortgage Electronic Registration Systems, Inc., Advisors Mortgage Group, LLC and United States of America Secretary of Housing and Urban Development

¹ This list is not exhaustive. FoA reserves the all rights to supplement this list of cases identified in this Exhibit 2.

<u>Case Name¹</u>
ESTATE OF DONALD KEITH THUM, Deceased v. REVERSE MORTGAGE SOLUTIONS, INC.
Bradley Johnson and The Estate of Sarah L Johnson vs. Finance of America Reverse, LLC
Urban Financial of America, LLC v. The Estate of Frances S Anggelis and Virginia Anggelis
FAREVERSE LLC I/L/T/N/ FINANCE OFAMERICAREVERCE LLC vs. ESTATE OF BERNICE R. WATSON,DECEASED, UNITED STATES OF AMERICA INTERNAL REVENUE SERVICE, NEW YORK STATE DEPARTMENT OF TAXATION AND FINANCE, SECRETARY OF HOUSING AND URBAN DEVELOPMENT
Estate of Robert Wegner; Estate of Merilyn Wegner
Service Master Clean Professional Restoration and Recovery Services vs. William Oertel as Executor of the Estate of Thomas Oertel and Reverse Mortgage Solutions, Inc.
Finance of America Reverse LLC vs. Nella pardo et al.
Finance of America reverse llc. Vs. Mary Louise Carlson
Urban Financial Group, Inc. vs. Vivian Sincoff - Nassau County 13-012787
Urban financial Group, Inc. vs. Gisela Schmidt aka Gisela D. Schmidt
Finance of America Reverse, LLC v. Vazquez et al
Urban Financial of America, LLC v. De Jesus-Gines et al

United States Bankruptcy Court for New York-Southern District
Ditech Holding Corporation, Claims Processing Center
c/o Epiq Bankruptcy Solutions, LLC
P.O. Box 4421
Beaverton, OR 97076-4421

Name of Debtor: Reverse Mortgage Solutions, Inc.
Case Number: 19-10422

For Court Use Only

Claim Number: 0000060182
File Date: 11/11/2019 15:37:24

ADMINISTRATIVE EXPENSE CLAIM

04/16

This form is for making an Administrative Expense claim for payment in a bankruptcy case.

NOTE: This form should be used only by claimants asserting an Administrative Expense arising on or after March 19, 2018 through and including December 31, 2018. IT SHOULD NOT BE USED FOR CLAIMS ARISING PRIOR TO March 19, 2018, INCLUDING CLAIMS ARISING UNDER SECTION 503(b)(9) OF THE BANKRUPTCY CODE. Filers must leave out or redact information that is entitled to privacy on this form or on any attached documents. Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. **Do not send original documents;** they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Fill in all the information about the claim as of the date the case was filed. That date is on the notice of bankruptcy (Form 309) that you received.

Part 1: Identify the Claim

1. Who is the current creditor?

Name of the current creditor (the person or entity to be paid for this claim): Finance of America Reverse LLC

Other names the creditor used with the debtor: Urban Financial

2. Has this claim been acquired from someone else? ☒ No ☐ Yes. From whom? _____

3. Where should notices and payments to the creditor be sent? Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)

Where should notices to the creditor be sent?

Name Finance of America Reverse LLC
Address Attn: Karen C. Tankersley, Esq.
909 Lake Carolyn Parkway, Suite 1550
City Irving
State TX ZIP Code 75039
Country (if International):
Phone: 972 999 1840
Email: ktankersley@financeofamerica.com

Where should payments to the creditor be sent? (if different)

Name
Address
City
State ZIP Code
Country (if International):
Phone:
Email:

4. Does this claim amend one already filed?

☒ No
☐ Yes.
Claim number on court claims register (if known) _____
Filed on _____
MM / DD / YYYY

5. Do you know if anyone else has filed a proof of claim for this claim?

☒ No
☐ Yes.
Who made the earlier filing?

1206

Part 2: Give Information About the Claim**6. Do you have any number you use to identify the debtor?**☒ No☐ Yes.

Last 4 digits of the debtor's account or any number you use to identify the debtor:

7. How much is the ADMINISTRATIVE EXPENSE CLAIM:

\$ 375,832.07

Does this amount include interest or other charges?☒ No☐ Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).**8. What is the basis of the claim?**

Other Basis

see attachment

Part 3 Sign Below**The person completing this proof of claim must sign and date it. FRBP 9011(b).**

If you file this claim electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what a signature is.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Check the appropriate box:

- ☒ I am the creditor.
- ☐ I am the creditor's attorney or authorized agent.
- ☐ I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.
- ☐ I am a guarantor, surety, endorser, or other co-debtor. Bankruptcy Rule 3005.

I understand that an authorized signature on this *Proof of Claim* serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

I have examined the information in this *Proof of Claim* and have a reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on date 11/11/2019 15:37:24 *Kathleen Marie Milligan*

MM / DD / YYYY

Signature

Print the name of the person who is completing and signing this claim:

Name Kathleen Marie Milligan

First name

Middle name

Last name

Title Chief Servicing Officer

Company Finance of America Reverse LLC

Identify the corporate servicer as the company if the authorized agent is a servicer.

Address 909 Lake Carolyn Parkway, Suite 1550

Number

Street

Irving

TX

75039

City

State

Zip Code

Contact Phone 972 999 1840

Email kmilligan@financeofamerica.com

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

In re:

REVERSE MORTGAGE SOLUTIONS, INC.,

Debtor.

)
)
)
)
)
)
)

Chapter 11

Case No. 19-10422 (JLG)

**ATTACHMENT TO ADMINISTRATIVE EXPENSE
CLAIM OF FINANCE OF AMERICA REVERSE LLC**

Finance of America Reverse LLC f/k/a Urban Financial of America (“FoA”) submits this administrative expense claim (this “Administrative Proof of Claim”) in the above-captioned bankruptcy case of Reverse Mortgage Solutions, Inc. (“RMS”; together with its affiliated debtors, collectively, the “Debtors”) in accordance with section 2.1 of the *Third Amended Joint Chapter 11 Plan of Ditech Holding Corporation and Its Affiliated Debtors*, dated September 22, 2019 (the “Plan”) [Docket No. 1326], section 22 of the *Order Confirming Third Amended Joint Chapter 11 Plan of Ditech Holding Corporation and Its Affiliated Debtors* (the “Confirmation Order”) [Docket No. 1404], and the *Notice of (I) Entry of Order Confirming Third Amended Joint Chapter 11 Plan of Ditech Holding Corporation and Its Affiliated Debtors, (II) Occurrence of Effective Date, and (III) Final Deadline for Filing Administrative Expense Claims* [Docket No. 1449].

The Parties

1. FoA is a financial services company with its principal place of business in Tulsa, Oklahoma.
2. RMS is a financial services company with its principal place of business in Houston, Texas. On February 11, 2019 (the “Petition Date”), RMS and its affiliated Debtors filed voluntary petitions for relief under chapter 11 of Title 11 of the United States Code (the

“Bankruptcy Code”) in the United States Bankruptcy Court for the Southern District of New York. Prior to the Petition Date, the Debtors’ business consisted of originating, servicing and subservicing mortgage loans and reverse mortgage loans.

The Subservicing Agreements

3. FoA and RMS are parties to the following agreements (collectively, the “Subservicing Agreements”)¹:

- Reverse Mortgage Subservicing Agreement, dated as of October 4, 2018, by and between RMS and FoA (the “Oct 4th Agreement”);
- Reverse Mortgage Subservicing Agreement, dated as of December 12, 2017, by and between RMS and FoA (the “Dec 12th Agreement”); and
- Reverse Mortgage Subservicing Agreement, dated as of March 18, 2011, by and between RMS and FoA (f/k/a Urban Financial Group, Inc.) (as extended from time to time, including pursuant to that certain Extension Agreement dated January 30, 2019, the “Mar 18th Agreement”).

4. Pursuant to the Subservicing Agreements, RMS subservices certain reverse mortgage loans of which FoA is the owner and/or the named servicer.

5. Specifically, under the Subservicing Agreements, RMS is obligated to perform, observe and discharge all of the duties, agreements, covenants and obligations of FoA as servicer under the underlying Servicing Agreements,² with the proper care and level of service required to meet applicable Servicing Standards. *See* Subservicing Agreements, § 3.1(a). The functions required to be performed by RMS include without limitation:

- i. handling Foreclosure and other types of Litigation relating to specific Mortgage Loans (unless FoA elects to handle any such Litigation directly). Subservicing Agreements, §§ 3.1(b)(i), 3.7(d);

¹ The Subservicing Agreements contain sensitive business information, are likely to be in possession of RMS and will be made available upon reasonable written request to Hunton Andrews Kurth LLP at the address for notices set forth below and subject to appropriate confidentiality protection.

² Terms herein with an initial capital not required by standard capitalization rules are defined terms, and each such term not parenthetically defined herein shall have the meaning assigned to it in the applicable Subservicing Agreement.

- ii. taking all action necessary under applicable FHA Insurance Contracts³ to ensure that FoA receives available insurance proceeds from the FHA, HUD and any other entity that insures or guarantees all or part of the risk of loss on a Mortgage Loan (an “Insurer”). Oct 4th and Dec 12th Agreements, §§ 3.6(a)(vii), 3.7(b), Mar 18th Agreement, §§ 3.6(a)(xviii), 3.7(b);
- iii. making all required Advances (including without limitation customary Advances for property preservation and foreclosure expenses) under the Mortgage Documents. Oct 4th and Dec 12th Agreements, §§ 3.6(a)(xv), 3.8(a), Mar 18th Agreement, §§ 3.6(a)(xiii), 3.8(a);
- iv. minimizing amounts for which FoA may be responsible under the Subservicing Agreements and the Servicing Agreements, including without limitation by maximizing eligible reimbursements for Advances. Subservicing Agreements, § 3.7(b);
- v. assigning Mortgage Loans to HUD when such Mortgage Loans become eligible for assignment. Oct 4th and Dec 12th Agreements, § 3.11, Mar 18th Agreement, § 3.13;
- vi. disbursing, receiving and properly accounting for payments, debits and credits on Mortgage Loans. Subservicing Agreements, § 3.6(a)(ii);
- vii. maintaining required fire, flood and hazard insurance on Mortgaged Properties. Oct 4th and Dec 12th Agreements, § 3.6(a)(xii), Mar 18th Agreement, § 3.6(a)(x);
- viii. arranging inspections for Mortgaged Properties in accordance with Applicable Requirements,⁴ and using commercially reasonable efforts to secure and maintain vacant or abandoned Mortgaged Properties (“Inspection and Maintenance Obligations”). Oct 4th and Dec 12th Agreement, § 3.6(a)(xiv), Mar 18th Agreement, § 3.6(a)(xii);
- ix. timely remitting all amounts (including without limitation servicing fees) required to be remitted to FoA, investors, and any appropriate parties in accordance with Applicable Requirements. Subservicing Agreements, § 3.8(f); and
- x. indemnifying FoA for all losses, including without limitation attorneys’ fees, resulting from RMS’ breach of the representations, warranties, and/or covenants in

³ “FHA Insurance Contract” means, with respect to any Mortgage Loan, the related insurance policy granted by the Federal Housing Administration (the “FHA”) under the National Housing Act, which insures against default risk for the benefit of the applicable lender or investor.

⁴ “Applicable Requirements” includes, without limitation, with respect to the Mortgage Loans and servicing, (a) all of FoA’s contractual obligations under the Mortgage Documents, (b) all of FoA’s contractual requirements under any agreements with an Insurer or Investor (including without limitation the Servicing Agreements, (c) procedures described in HUD’s servicing guides and in Fannie Mae selling guides, (d) all applicable laws, (e) all applicable regulations including FHA regulations, (f) prudent mortgage banking standards, and (g) FoA directives.

the Subservicing Agreements, and for RMS' failure to perform any of its duties under the Subservicing Agreements in any material respect. Subservicing Agreements, §§ 3.7, 10.1.

The Claims

A. Pre-petition Claims

6. On April 25, 2019, FoA filed proof of claim number 21347 (the "Proof of Claim"), for amounts arising from RMS's pre-petition failure to perform under the Subservicing Agreements and for other pre-petition material breaches of the Subservicing Agreements.

B. Post-petition Claims

7. As quantified below, FoA holds administrative claims against RMS for amounts arising from RMS's post-petition failure to perform and other post-petition material breaches of the Subservicing Agreements, known or unknown, that have occurred or may occur, including without limitation damages resulting from: (i) mishandled Litigation; (ii) failure to maximize recoveries on FHA Insurance Contracts, including without limitation by incurring Curtailment Loss (defined below); (iii) failure to maximize eligible reimbursements for Advances, including without limitation by incurring Ineligible Expenses (defined below); (iv) failure to properly effectuate assignment of eligible Mortgage Loans to HUD; (v) unpaid servicing fees and other amounts due to FoA; (vi) improper accounting; (vii) failure to maintain proper insurance on Mortgaged Properties; (viii) failure to fulfill Inspection and Maintenance Obligations; (ix) claims asserted against FoA resulting from RMS' failure to perform under the Subservicing Agreements and FoA's related legal fees and expenses; (x) RMS' breaches of representations, warranties and covenants under the Subservicing Agreements; and (xi) fees and other costs associated with the termination of the Subservicing Agreements and transfer of servicing obligations from RMS to FoA or a third-party servicer.

8. RMS entered into the Subservicing Agreements in furtherance of its core business operations before the Petition Date, and continued to obtain subservicing fees and perform under the Subservicing Agreements following the Petition Date until the Subservicing Agreements were deemed rejected on the Effective Date of the Plan on September 30, 2019. *See Supplemental Notice of Assumption of Executory Contracts and Unexpired Leases of Debtors and Removal of Executory Contracts and Unexpired Leases from Transferred Contracts Schedule (Reorganized RMS)* [Docket No. 1101]. RMS has performed, received payments and has otherwise relied upon the Subservicing Agreements in the ordinary course of its business following the Petition Date. Consequently, by this Administrative Proof of Claim, FoA asserts an administrative expense claim for amounts owed to FoA stemming from RMS' post-petition performance under the Subservicing Agreements, which provided a substantial benefit to RMS's estate.

Quantification of Known Administrative Expense Claims

9. FoA hereby asserts a claim against RMS in the aggregate amount of \$375,832.07, plus other amounts to be determined after appropriate discovery and investigation (the "Administrative Claim Amount"), as a result of RMS's post-petition failure to perform and other post-petition material breaches of the Subservicing Agreements. The quantified portion of the Administrative Claim Amount is comprised as follows:

Category of Claim	Post-petition Claim Amount
Assignment Error	\$97,157.07
Interest Curtailment	\$174,554.00
Litigation Errors	\$104,121.00
Total:	\$375,832.07

The categories of claims set forth above are further described below.

10. Category 1: Assignment Error - \$97,157.07 (255 Mortgage Loans). Pursuant to the Subservicing Agreements, in the event that the Principal Balance of a Mortgage Loan reaches a

certain threshold, and the Mortgage Loan is not due and payable, RMS “shall assign such Mortgage Loan to HUD.” Mar 18th Agreement § 3.13; Oct 4th and Dec 12th Agreements § 3.11. RMS’ failure to properly comply with these assignment provisions (an “Assignment Error”) has led to loan losses, an inability to maximize FoA’s entitlement to recovery under FHA insurance, and an increase in FoA’s balance sheet risk and carrying costs.

11. This category includes known losses of \$97,157.07 attributable to RMS’ Assignment Error in connection with 255 Mortgage Loans, which are detailed in the chart below:

Assignment Error	Number of Loans	Write-Off Amount
Failure to timely assign Mortgage Loan by March 1, 2019	85	\$46,644.54
Failure to timely assign Mortgage Loan by April 1, 2019	65	\$18,462.39
Failure to timely assign Mortgage Loan by May 1, 2019	50	\$15,823.73
Failure to timely assign Mortgage Loan by June 1, 2019	23	\$7,615.90
Failure to timely assign Mortgage Loan by July 1, 2019	21	\$5,503.94
Failure to timely assign Mortgage Loan by August 1, 2019	7	\$1,987.60
Failure to timely assign Mortgage Loan by September 1, 2019	4	\$1,118.97
Totals:	255	\$97,157.07

12. Category 2: Interest Curtailment - \$174,554.00 (4 Mortgage Loans). Under FHA Insurance Contracts and Applicable Requirements, if a servicer fails to initiate a foreclosure process within the specified period of time following a borrower default, the servicer is subject to interest curtailment, meaning the servicer will forfeit any claim against the FHA (or other applicable Insurer) for interest that would otherwise accrue after the date of the missed deadline (“Interest Curtailment”). This category includes \$174,554.00 in estimated Interest Curtailment as a result of RMS’ failure to timely commence enforcement actions in connection with 4 Mortgage Loans.

13. Category 3: Litigation Errors - \$104,121.00 (1 Mortgage Loan). RMS is responsible for handling Foreclosure and other types of Litigation relating to specific Mortgage Loans unless FoA elects otherwise. Subservicing Agreements, § 3.7(d). RMS must promptly notify FoA of any third party claims relating to a Mortgage Loan so that FoA may manage its overall litigation risk. *Id.*, § 10.1. RMS has (i) negligently managed certain Litigation relating to the Mortgage Loans and (ii) failed to properly notify FoA of the existence of certain Litigation, which at times has resulted in judgments against FoA (collectively, “Litigation Errors”).

14. This category includes losses of \$104,121.00 for known RMS Litigation Errors in connection with an action entitled *Wilmington Savings Fund Society FSB, as Trustee of Finance of America Structured Securities Acquisition Trust, 2018-HB1 v. Nelida Castillo Cruz aka Nilda Castillo*, Case No. FA2018-cv-01073.

15. The foregoing categories are not exhaustive. Losses resulting from RMS’ post-petition failure to perform and other material breaches of the Subservicing Agreements are continuing, and therefore the full amount of FoA’s claims against RMS likely will exceed the amounts set forth above.

Supporting Documents

16. The documents upon which the claims are based are voluminous and, upon information and belief, are in the Debtors’ possession. Additional supporting documentation will be provided to the Debtors or their representatives and to other appropriate parties-in-interest upon reasonable written request to Hunton Andrews Kurth LLP at the address for notices set forth below and subject to appropriate confidentiality protection.

No Judgment

17. No judgment has been rendered on the claims set forth in this Administrative Proof of Claim.

No Setoff

18. The claims set forth in this Administrative Proof of Claim are not subject to any valid setoff or counterclaim by the Debtors; *provided however* that FoA expressly reserves and does not waive any setoff or recoupment rights that it possesses.

Additional Proofs of Claim

19. This Administrative Proof of Claim is filed without prejudice to the filing by FoA of additional proofs of claim with respect to any other liability or indebtedness of the Debtors, including payment of any rejection damages claims arising under section 365(g) of the Bankruptcy Code or otherwise with respect to any transaction, whether or not such amounts are included in this Administrative Proof of Claim, and FoA expressly reserves its rights to file, augment or supplement any such claim or any similar claim at an appropriate time. FoA specifically preserves all of its procedural and substantive defenses and rights with respect to any claim that may be asserted against FoA by the Debtors or any other party in interest in the Debtors' bankruptcy cases, or any other person or entity whatsoever.

Notices

20. All notices and distributions in respect of this Administrative Proof of Claim should be forwarded to:

Karen C. Tankersley, Esq.
Finance of America Holdings LLC
909 Lake Carolyn Parkway, Suite 1550
Irving, Texas 75039
ktankersley@financeofamerica.com

With a copy to:

Peter S. Partee, Sr., Esq.
Robert A. Rich, Esq.
Michael S. Legge, Esq.
HUNTON ANDREWS KURTH LLP
200 Park Avenue
New York, New York 10166
ppartee@huntonak.com
r-rich2@huntonak.com
mlegge@huntonak.com

No Waiver

21. The filing of this Administrative Proof of Claim is not and should not be construed to be: (i) a waiver or release of FoA's rights against any other entity or person liable for all or part of any claim described herein; (ii) a waiver of the right to seek to have the reference withdrawn with respect to (a) the subject matter of these claims, (b) any objection or other proceedings commenced with respect thereto, or (c) any other proceedings commenced in this case against or otherwise involving FoA; (iii) a waiver of any right to the subordination, in favor of FoA, of indebtedness or liens held by other creditors of the Debtors; or (iv) an election of remedy which waives or otherwise affects any other remedy of FoA.

Reservation of Rights

22. This Administrative Proof of Claim is filed with full reservation of rights, including the right to assert additional, supplementary and/or amended proofs of claim and requests for administrative expense reimbursements and rejection damages based on events, information and/or documents obtained from the Debtors or others through discovery or otherwise. Without in any way limiting the foregoing, FoA reserves its right to assert any claim it may have against the Debtors or against any other party or property other than the Debtors and their estates. This Administrative Proof of Claim is conditional only and is not intended, nor should it be construed, as FoA's consent to

jurisdiction in the Southern District of New York, or as a waiver of FoA's right to a trial by jury in any action or proceeding.

Hearing Date: September 13, 2018, at 10:00 a.m. (prevailing Eastern Time)
Objection Deadline: September 6, 2018, at 4:00 p.m. (prevailing Eastern Time)

Paul V. Shalhoub
Robin Spigel
Debra C. McElligott
WILLKIE FARR & GALLAGHER LLP
787 Seventh Avenue
New York, New York 10019
Telephone: (212) 728-8000
Facsimile: (212) 728-8111

*Proposed Counsel for the Debtors and
Debtors in Possession*

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

-----X
In re: : Chapter 11
: :
Aralez Pharmaceuticals US Inc., et al.,¹ : Case No. 18-12425 (MG)
: :
Debtors. : (Jointly Administered)
-----X

**DEBTORS' OMNIBUS MOTION #1 FOR ORDER: (A) AUTHORIZING REJECTION
OF CERTAIN EXECUTORY CONTRACTS *NUNC PRO TUNC* TO THE PETITION
DATE; (B) AUTHORIZING REJECTION OF CERTAIN UNEXPIRED LEASES
EFFECTIVE AS OF AUGUST 31, 2018; AND (C) GRANTING RELATED RELIEF**

**PARTIES RECEIVING THIS OMNIBUS REJECTION MOTION SHOULD CONSULT
SCHEDULES 1 AND 2 ANNEXED TO THE PROPOSED ORDER ATTACHED AS
EXHIBIT A TO THE MOTION TO DETERMINE WHETHER THEIR NAMES AND
THEIR CONTRACTS OR LEASES ARE LISTED ON EITHER SCHEDULE 1 OR
SCHEDULE 2.**

¹ The Debtors in these chapter 11 cases and the last four digits of each Debtor's federal taxpayer identification number are as follows: Aralez Pharmaceuticals Holdings Limited (5824); Aralez Pharmaceuticals Management Inc. (7166); POZEN Inc. (7552); Aralez Pharmaceuticals Trading DAC (1627); Aralez Pharmaceuticals US Inc. (6948); Aralez Pharmaceuticals R&D Inc. (9731); Halton Laboratories LLC (9342). For the purposes of these chapter 11 cases, the Debtors' mailing address is: 400 Alexander Park Drive, Princeton, NJ 08540.

TO THE HONORABLE MARTIN GLENN,
UNITED STATES BANKRUPTCY JUDGE:

The debtors and debtors in possession in the above-captioned cases (collectively, the “**Debtors**”) hereby move (the “**Motion**”) for entry of an order, substantially in the form attached hereto as Exhibit A (the “**Order**”), pursuant to section 365(a) of title 11 of the United States Code (the “**Bankruptcy Code**”), Rules 6006 and 9014 of the Federal Rules of Bankruptcy Procedure (the “**Bankruptcy Rules**”), and Rule 6006-1 of the Local Bankruptcy Rules for the Southern District of New York (the “**Local Bankruptcy Rules**”): (a) authorizing the Debtors to reject certain executory contracts (each a “**Contract**,” and collectively, the “**Contracts**”) listed on Schedule 1 attached to the Order *nunc pro tunc* to August 10, 2018 (the “**Petition Date**”); (b) authorizing the Debtors to reject certain unexpired leases of real property (each a “**Lease**” and collectively, the “**Leases**”) listed on Schedule 2 attached to the Order effective as of August 31, 2018; and (c) granting related relief. In support of the Motion, the Debtors rely upon and incorporate by reference the *Declaration of Michael Kaseta in Support of Debtors’ Omnibus Motion for Order: (A) Authorizing Rejection of Certain Executory Contracts Nunc Pro Tunc to the Petition Date; (B) Authorizing Rejection of Certain Unexpired Leases Effective as of August 31, 2018; and (C) Granting Related Relief*, annexed hereto as Exhibit B, and respectfully represent as follows:

BACKGROUND

1. On the Petition Date, each of the Debtors filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code. The Debtors are continuing in the possession of their respective properties and the management of their business as debtors in possession pursuant to sections 1107 and 1108 of the Bankruptcy Code. These chapter 11 cases have been consolidated for procedural purposes only.

2. On August 27, 2018, the United States Trustee for Region 2 appointed an official committee of unsecured creditors (the “**Committee**”). As of the date hereof, no trustee or examiner has been appointed in any of the Debtors’ cases.

3. Also on the Petition Date, Aralez Pharmaceuticals Inc., the direct or indirect parent company of the Debtors (the “**Parent**”), and the Debtors’ affiliate, Aralez Pharmaceuticals Canada Inc. (collectively, the “**Canadian Debtors**”), commenced plenary restructuring proceedings in the Ontario Superior Court of Justice (Commercial List) under the *Companies’ Creditors Arrangement Act*. As of the date hereof, no restructuring proceedings for the Canadian Debtors have been filed in the United States, nor are the Debtors subject to any foreign insolvency proceedings.

4. The events leading up to the Petition Date are set forth in the *Declaration of Michael Kaseta in Support of Chapter 11 Petitions and First Day Pleadings* [Docket No. 4], which was filed with the Court on the Petition Date.

JURISDICTION

5. This Court has jurisdiction to consider the Motion pursuant to 28 U.S.C. §§ 157 and 1334. This is a core proceedings pursuant to 28 U.S.C. § 157(b). Venue of these cases and the Motion in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409. The predicates for the relief requested herein are sections 365(a) of the Bankruptcy Code, Bankruptcy Rules 6006 and 9014, and Local Bankruptcy Rule 6006-1.

CONTRACTS AND LEASES TO BE REJECTED

A. The Contracts

6. The Debtors’ primary business is the acquisition, development and distribution of specialty pharmaceutical products, primarily in cardiovascular and other specialty areas. The Debtors’ main source of revenue is from the sale of branded and generic

pharmaceutical products. The Debtors historically employed a sales force to facilitate such sales. In May 2018, the Debtors began winding down their commercial operations in the United States, which included the elimination of their sales force in the United States.

7. Prior to such time, the Debtors had offered a variety of services and contracted with numerous vendors (the “**Contract Counterparties**”) to facilitate their operations and support their sales force in the United States. The Debtors contracted with parties to, among other things, advertise and market their products, provide their sales force with company cars, and provide logistical support to their sales force. However, the departure of the Debtors’ sales force and the winding down of the U.S. commercial operations obviated the need for such services. Since prior to the Petition Date, the Contract Counterparties have not been providing services under their respective Contracts and the company cars were returned to the applicable Contract Counterparty. As a result, since at least the Petition Date, the Contracts identified by the Debtors, with the assistance of their financial advisors, are no longer providing any benefit to the Debtors and their estates and are burdensome thereto. Accordingly, the Debtors seek to reject the Contracts listed on Schedule 1 to the proposed Order *nunc pro tunc* to the Petition Date.

B. The Leases

(i) The Princeton Lease

8. Prior to the Petition Date, Debtor Aralez Pharmaceuticals US Inc. (“**APUS**”), as tenant, entered into that certain Lease Agreement, dated as of April 18, 2016, with Witman Properties, L.L.C. and Alexander Road at Davanne, L.L.C., as landlords (together, the “**Princeton Landlord**”) (including any and all exhibits, supplements, and other documents, the “**Princeton Lease**”), for the lease of premises located at 400 Alexander Park Drive, Princeton, New Jersey (the “**Princeton Premises**”). Pursuant to the terms of the Princeton Lease, APUS

provided a security deposit of \$281,377.86 to the Princeton Landlord. The initial term of the Princeton Lease expires on October 31, 2027, unless terminated earlier pursuant to its terms.²

(ii) The Radnor Lease

9. Prior to the Petition Date, APUS,³ as tenant, also entered into that certain Lease, dated as of October 30, 2015, with Radnor Properties-555 LA, L.P., as landlord (the “**Radnor Landlord**” and, together with the Princeton Landlord, the “**Landlords**”) (including any and all exhibits, supplements, and other documents, the “**Radnor Lease**”), for the lease of premises located at 555 E. Lancaster Avenue, Suite 540, Radnor, Pennsylvania (the “**Radnor Premises**” together with the Princeton Premises, the “**Premises**”). Pursuant to the terms of the Radnor Lease, APUS provided a security deposit of \$28,006.26 to the Radnor Landlord. The initial term of the Radnor Lease expires on April 30, 2021, unless terminated earlier pursuant to its terms.⁴

10. On the Petition Date, the Debtors announced their intention to enter into purchase agreements with two separate stalking horse purchasers to sell their main assets, which includes substantially all of their assets in the United States. The Debtors’ commercial operations in the United States are being wound down and they only have 22 employees remaining in the United States. As a result, the Debtors no longer have a need for the Premises and they intend to vacate the Premises by August 31, 2018.⁵ The Debtors estimate that rejecting

² Pursuant to the Princeton Lease, the term expires on the last day of the calendar month immediately preceding the 10 year anniversary of its commencement. The lease term commenced on February 1, 2017.

³ The Radnor Lease was assigned to Debtor Aralez Pharmaceuticals Management Inc. on October 12, 2016, effective as of February 5, 2016.

⁴ Pursuant to the Radnor Lease, the initial term expires on the day immediately prior to the 62-month anniversary of its commencement. The lease term commenced on March 1, 2016.

⁵ Beginning September 1, 2018, the remaining employees in the U.S. either will work from home or out of the Debtors’ New York offices.

the Leases will save at least \$116,000 per month in rent and associated costs. Absent rejection, the Debtors would accrue unnecessary administrative expenses that have no benefits to them or their estates. Accordingly, the Debtors have determined in their business judgment that it is in their and their estates' best interest to seek authority to reject the Leases.

RELIEF REQUESTED

11. By this Motion, the Debtors seek entry of the Order: (a) authorizing the Debtors to reject the Contracts *nunc pro tunc* to the Petition Date; (b) authorizing the Debtors to reject the Leases effective as of August 31, 2018; and (c) granting related relief.

BASIS FOR RELIEF

A. Rejection of the Contracts and Leases Constitutes a Sound Exercise of the Debtors' Reasonable Business Judgment.

12. Section 365(a) of the Bankruptcy Code provides, in pertinent part, that a debtor in possession, "subject to the court's approval, may assume or reject any executory contract or unexpired lease of the debtor." 11 U.S.C. § 365(a). "The purpose behind allowing the assumption or rejection of executory contracts is to permit the trustee or debtor-in-possession to use valuable property of the estate and to 'renounce title to and abandon burdensome property.'" In re Orion Pictures Corp., 4 F.3d 1095, 1098 (2d Cir. 1993); In re Republic Airways, 547 B.R. 578, 582 (Bankr. S.D.N.Y. 2016); In re Grubb & Ellis Co., 2012 WL 1036071 at *4 (Bankr. S.D.N.Y. March 27, 2012); see also In re Ames Dept. Stores, Inc., 306 B.R. 43, 51-52 (Bankr. S.D.N.Y. 2004) ("The ability to reject provides the trustee or debtor-in-possession with the means to relieve the estate of the duty to perform on burdensome obligations at the expense of all of the estate's other creditors, and to avoid the incurrence of additional administrative expenses which lack a corresponding benefit to the estate.").

13. The standard applied to determine whether the rejection of an executory contract or unexpired lease should be authorized is the “business judgment” standard. See In re Old Carco LLC, 470 B.R. 688, 703 (S.D.N.Y. 2012) (business judgment standard “applies when a Bankruptcy Court approves a debtor’s assumption or rejection of a contract”); In re Republic Airways, 547 B.R. at 582; In re Delta Airlines, Inc., 359 B.R. 468, 476 (Bankr. S.D.N.Y. 2006) (“By case law, the standard for deciding a motion to reject an executory contract under Section 365(a) is the business judgment rule[.]”); In re Enron Corp., No. 01 B 16034 (AJG), 2006 WL 898033, at *4 (Bankr. S.D.N.Y. Mar. 24, 2006) (“In determining whether to approve a [debtor’s] decision to reject such lease or contract, a court applies the ‘business judgment’ test which is met if the rejection is beneficial to the estate.”); In re Ames, 306 B.R. at 51. The business judgment standard requires a court to approve a debtor’s business decision unless that decision is the product of bad faith, whim, or caprice. See, e.g., Westbury Real Estate Ventures, Inc. v. Bradlees, Inc. (In re Bradlees Stores, Inc.), 194 B.R. 555, 558 n.1 (Bankr. S.D.N.Y. 1996). Courts defer to a debtor’s business judgment in rejecting an executory contract or unexpired lease, and they generally will not second-guess a debtor’s business judgment concerning assumption or rejection. See In re MF Global Holdings Ltd., 466 B.R. 239, 242 (Bankr. S.D.N.Y. 2012); In re Balco Equities Ltd., Inc., 323 B.R. 85, 98 (Bankr. S.D.N.Y. 2005).

14. Rejection of an executory contract or an unexpired lease is appropriate where such rejection is beneficial to the debtors’ estates. See, e.g., In re Orion Pictures, 4 F.3d at 1098–99; In re Stable Mews Assocs., Inc., 41 B.R. 594, 596 (Bankr. S.D.N.Y. 1984). Upon finding that a debtor has exercised its sound business judgment, courts regularly approve a request to reject under section 365(a) of the Bankruptcy Code. See NLRB v. Bildisco & Bildisco, 465 U.S. 513, 523 (1984) (recognizing the “business judgment” standard used to

approve rejection of executory contracts); In re Penn Traffic Co., 524 F.3d 373, 383 (2d Cir. 2008) (same); see also Delta, 359 B.R. at 476 (business judgment rule “basically means that if [rejection] makes sense for the debtor in the judgment of management, the motion to reject will be granted”); Balco Equities, 323 B.R. at 98 (“A court ‘should defer to a debtor’s decision that rejection of a contract would be advantageous unless the decision is so unreasonable that it could not be based on sound business judgment, but only on bad faith or whim.’”) (quoting In re Sundial Asphalt Co., 147 B.R. 72, 84 (Bankr. E.D.N.Y. 1992)).

15. As set forth above and in the Kaseta Declaration, the Debtors believe that rejection of the Contracts and Leases is within their business judgment and is in the best interest of the Debtors’ estates, their creditors and other parties in interest. The Contracts and Leases are burdensome agreements, with certain of the agreements containing significant ongoing monetary obligations, and no corresponding benefits.

16. Accordingly, rejection of the Contracts *nunc pro tunc* to the Petition Date and of the Leases effective as of August 31, 2018 is in the best interests of the Debtors, is appropriate under the circumstances, and reflects the Debtors’ sound business judgment.

B. Retroactive Rejection Is Appropriate.

17. The Debtors respectfully submit that the rejection of the Contracts *nunc pro tunc* to the Petition Date, and rejection of the Leases effective as of August 31, 2018 is appropriate.

18. Section 365 of the Bankruptcy Code does not address whether the Court may order rejection to be applied retroactively. Courts have held, however, that a bankruptcy court may, in its discretion, authorize rejection retroactively to a date prior to entry of an order authorizing such rejection where the balance of equities favors such relief. See, e.g., BP Energy

Co. v. Bethlehem Steel Corp., No. 02 Civ. 64191 (NRB), 2002 WL 31548723, at *3 (S.D.N.Y. Nov. 15, 2002) (“[W]e cannot conclude . . . that a bankruptcy court’s assignment of a retroactive rejection date falls outside of its authority when the balance of the equities favors this solution.”); In re Jamesway Corp., 179 B.R. 33, 38 (S.D.N.Y. 1995) (“[A] court can, where appropriate, approve rejection retroactively.”); see also In re Chi-Chi’s, Inc., 305 B.R. 396, 399 (Bankr. D. Del. 2004) (“Moreover, the court’s power to grant retroactive relief is derived from the bankruptcy court’s equitable powers so long as it promotes the purposes of § 365(a).”).

19. Courts in this district have authorized the retroactive rejection of executory contracts and unexpired leases. See, e.g. In re Nine West Holdings, Inc., No. 18-10947 (SCC) (Bankr. S.D.N.Y. May 16, 2018) [Docket No. 256] (authorizing retroactive rejection); In re AOG Entertainment, Inc., No. 16-11090 (SMB) (Bankr. S.D.N.Y. Aug. 23, 2016) [Docket No. 342] (authorizing rejection of certain contracts *nunc pro tunc* to petition date); In re Doral Fin. Corp., No. 15-10573 (SCC) (Bankr. S.D.N.Y. Apr. 1, 2015) [Docket No. 70] (same); In re Sbarro LLC, No. 14-10557 (MG) (Bankr. S.D.N.Y. Apr. 8, 2014) [Docket No. 141] (authorizing rejection of certain unexpired non-residential real property leases *nunc pro tunc* to petition date); In re Patriot Coal Corp., No. 12-12900 (SCC) (Bankr. S.D.N.Y. Aug. 10, 2012) [Docket No. 405] (authorizing rejection of service agreements and an equipment lease *nunc pro tunc* to date rejection motion was filed); In re Eastman Kodak Co., No. 12-10202 (ALG) (Bankr. S.D.N.Y. July 3, 2012) [Docket No. 1580] (authorizing rejection of various executory contracts as of various dates prior to entry of order); In re Velo Holdings, Inc., No. 12-11384 (MG) (Bankr. S.D.N.Y. Apr. 23, 2012) [Docket No. 83] (authorizing rejection of employment contracts *nunc pro tunc* to petition date).

20. In light of the fact that: (a) none of the services under the Contracts have been used by the Debtors under the Contracts since prior to the Petition Date; (b) the Debtors are no longer in need of the Premises and will vacate the Premises by August 31, 2018; (c) the payments due under the Contracts and Leases are or may be unnecessary administrative expenses; and (d) there is a lack of any benefit to the Debtors and their estates with respect to all of the Contracts and Leases as of the proposed effective rejection dates, the balance of equities favors the relief requested.

21. The Debtors request that any claim arising out of or relating to the rejection of the Contracts or Leases be filed with Prime Clerk LLC, the Debtors' retained claims agent, at Aralez Pharmaceuticals US Inc. Claims Processing Center, c/o Prime Clerk LLC, 850 Third Avenue, Suite 412, Brooklyn, New York 11232, no later than any claims bar date established in the Debtors' chapter 11 cases.

RESERVATION OF RIGHTS

22. Nothing herein shall be deemed a waiver of any rights or defenses of the Debtors, nor shall anything herein be deemed a waiver or admission as to the validity of any and all claims that arise by virtue of this Motion and/or any and all other claims arising under or related to the Contracts and/or Leases.

NOTICE

23. Notice of this Motion will be given to: (a) the United States Trustee for Region 2; (b) the Debtors' five (5) largest secured creditors on a consolidated basis; (c) the Debtors' thirty (30) largest unsecured creditors on a consolidated basis; (d) counsel to the lenders under the Debtors' debtor in possession financing facility and under the Debtors' prepetition secured credit agreement; (e) the United States Attorney's Office for the Southern District of New York; (f) the Internal Revenue Service; (g) Revenue Commissioners (Ireland); (h) the

United States Food and Drug Administration; (i) the Canada Revenue Agency as represented by the Department of Justice (Canada); (j) Health Canada; (k) the Landlords; (l) the Contract Counterparties; (m) proposed counsel to the Committee; and (n) those parties who have filed a notice of appearance in these cases as of the date of this Motion. The Debtors submit that, under the circumstances, no other or further notice is required.

24. No previous motion for the relief requested herein has been made to this or to any other court.

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CONCLUSION

WHEREFORE, the Debtors respectfully request the Court enter the proposed Order, substantially in the form attached hereto as Exhibit A, granting the relief requested herein and such other and further relief as the Court may deem just and proper.

Dated: August 27, 2018
New York, New York

WILLKIE FARR & GALLAGHER LLP
*Proposed Counsel for the Debtors and
Debtors in Possession*

By: /s/ Paul V. Shalhoub _____
Paul V. Shalhoub
Robin Spigel
Debra C. McElligott

787 Seventh Avenue
New York, New York 10019
Telephone: (212) 728-8000
Facsimile: (212) 728-8111

EXHIBIT A

Order

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

-----X
In re: : Chapter 11
: :
Aralez Pharmaceuticals US Inc., et al.,¹ : Case No. 18-12425 (MG)
: :
Debtors. : (Jointly Administered)
-----X

**OMNIBUS ORDER #1: (A) AUTHORIZING REJECTION OF CERTAIN
EXECUTORY CONTRACTS *NUNC PRO TUNC* TO THE PETITION DATE;
(B) AUTHORIZING REJECTION OF CERTAIN UNEXPIRED LEASES EFFECTIVE
AS OF AUGUST 31, 2018; AND (C) GRANTING RELATED RELIEF**

Upon the motion dated August 27, 2018 (the “**Motion**”)² of the debtors and debtors in possession in the above-captioned cases (the “**Debtors**”) for entry of an order: (a) authorizing the Debtors to reject the Contracts *nunc pro tunc* to the Petition Date; (b) authorizing the Debtors to reject the Leases effective as of August 31, 2018; and (c) granting related relief; and upon consideration of the Motion and all pleadings related thereto, including the Declaration of Michael Kaseta filed in support of the Motion; and this Court having jurisdiction to consider the Motion pursuant to 28 U.S.C. §§ 157 and 1334; and this being a core proceeding pursuant to 28 U.S.C. § 157(b); and venue of these cases and the Motion in this district being proper pursuant to 28 U.S.C. §§ 1408 and 1409; and it appearing that due and sufficient notice of the Motion has been given; and it appearing that no other or further notice need be provided; and upon the record of the hearing held on the Motion; and it appearing that the relief requested by the Motion

¹ The Debtors in these chapter 11 cases and the last four digits of each Debtor’s federal taxpayer identification number are as follows: Aralez Pharmaceuticals Holdings Limited (5824); Aralez Pharmaceuticals Management Inc. (7166); POZEN Inc. (7552); Aralez Pharmaceuticals Trading DAC (1627); Aralez Pharmaceuticals US Inc. (6948); Aralez Pharmaceuticals R&D Inc. (9731); Halton Laboratories LLC (9342). For the purposes of these chapter 11 cases, the Debtors’ mailing address is: 400 Alexander Park Drive, Princeton, NJ 08540.

² Capitalized terms used but not defined herein have the meanings given to them in the Motion.

is in the best interests of the Debtors, their estates, their creditors and other parties in interest;
and after due deliberation and sufficient cause appearing therefor, it is hereby

ORDERED, that:

1. The Motion is granted to the extent set forth herein.
2. The Contracts listed on Schedule 1 attached hereto are rejected pursuant to section 365(a) of the Bankruptcy Code *nunc pro tunc* to the Petition Date (the “**Contract Rejection Date**”).
3. The Leases listed on Schedule 2 attached hereto are rejected pursuant to section 365(a) of the Bankruptcy Code effective as of August 31, 2018 (the “**Lease Rejection Date**”).
4. The Debtors are not required to comply with any termination procedures set forth in the Contracts or Leases, or any other documents related thereto.
5. As of the Contract Rejection Date with respect to the Contracts, and the Lease Rejection Date with respect to the Leases, the Debtors are relieved from any and all payments or performance due under such Contracts and Leases incurred after such respective dates; provided, however, that nothing herein shall constitute a determination of claims arising from or related to the rejection of such Contracts and Leases filed in accordance with this Order, in connection with which the Debtors’ rights are reserved in full.
6. Any proof of claim arising from the rejection of the Contracts or Leases must be filed with Prime Clerk LLC, the Debtors’ claims agent, at Aralez Pharmaceuticals US Inc. Claims Processing Center, c/o Prime Clerk LLC, 850 Third Avenue, Suite 412, Brooklyn, New York 11232 or as otherwise order by the Court, no later than any claims bar date established in the Debtors’ chapter 11 cases.

7. The Debtors are authorized to take all action necessary to effectuate the relief granted in this Order.

8. This Court shall retain jurisdiction to hear and determine all matters arising from or related to this Order and the implementation, interpretation and/or enforcement hereof.

Dated: September __, 2018
New York, New York

THE HONORABLE MARTIN GLENN
UNITED STATES BANKRUPTCY JUDGE

SCHEDULE 1

Schedule of Contracts to be Rejected¹

Counterparties	Counterparty Address	Debtor(s)	Agreement Type
Emkay Inc. Trust	805 West Thorndale Avenue, Itasca, IL 60143	Aralez Pharmaceuticals US Inc.	Vehicle Lease Agreement, dated September 25, 2015
Emkay Inc.	805 West Thorndale Avenue, Itasca, IL 60143	Aralez Pharmaceuticals US Inc.	Fleet Services Agreement dated September 25, 2015
Grey Healthcare Group LLC	200 Fifth Avenue, New York, NY 10010 Attn: Mark Suster Greg Lewis Vogel Farina LLC 350 Springfield Ave. Summit, NJ 07091	Pozen Inc. Aralez Pharmaceuticals US Inc.	Master Advertising Services Agreement, dated August 26, 2015, and all work orders
ghg greyhealth group LLC (f/k/a Grey Healthcare Group LLC)	200 Fifth Avenue, New York, NY 10010	Aralez Pharmaceuticals US Inc.	Amendment No. 1 to Master Advertising Services Agreement, dated October 15, 2015
Phoenix Marketing Solutions	121 Chanlon Road, Ste. 300 New Providence, NJ 07974 Attn: Tracy Doyle	Pozen Inc.	Master Services Agreement and all statements of work
Poretta & Orr, Inc.	450 East Street Doylestown, PA 18901	Pozen Inc.	Master Services Agreement dated June 23, 2015, and all statements of work

¹ This schedule is intended to be inclusive of any amendments, supplements and/or modifications entered into from time to time in respect of any of the Contracts listed.

SCHEDULE 2

Schedule of Leases to be Rejected

Counterparties-Landlords and Address	Debtor	Leased Premises
Radnor Properties-555 LA, L.P. c/o Brandywine Operating Partnership, L.P. Attn: Jeff DeVuono 555 East Lancaster Avenue, Suite 100 Radnor, Pennsylvania 19087 (with a copy to: legal.notices@bdnreit.com)	Aralez Pharmaceuticals US Inc.	555 E. Lancaster Avenue, Suite 540, Radnor, PA
Witman Properties, LLC Alexander Road at Davanne, LLC c/o Woodmont Properties 100 Passaic Avenue, Suite 240 Fairfield, New Jersey 07004	Aralez Pharmaceuticals US Inc.	400 Alexander Park Drive, West Windsor, NJ

EXHIBIT B

Declaration

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

-----X
In re: : Chapter 11
: :
Aralez Pharmaceuticals US Inc., et al.,¹ : Case No. 18-12425 (MG)
: :
Debtors. : (Jointly Administered)
-----X

**DECLARATION OF MICHAEL KASETA
IN SUPPORT OF DEBTORS' OMNIBUS MOTION #1 FOR ORDER:
(A) AUTHORIZING REJECTION OF CERTAIN EXECUTORY
CONTRACTS *NUNC PRO TUNC* TO THE PETITION DATE;
(B) AUTHORIZING REJECTION OF CERTAIN UNEXPIRED LEASES
EFFECTIVE AS OF AUGUST 31, 2018; AND (C) GRANTING RELATED RELIEF**

I, Michael Kaseta, declare, pursuant to 28 U.S.C. § 1746, under penalty of perjury that the following is true and correct to the best of my knowledge and belief:

1. I am the Chief Financial Officer of Aralez Pharmaceuticals Inc., the direct or indirect parent company of each of the above-captioned debtors and debtors in possession (collectively, the “**Debtors**”), and an authorized representative of each of the Debtors. I have acted as the Chief Financial Officer since November 30, 2017. As part of my employment and service in such capacity, I have become familiar with the history, day-to-day operations, business and financial affairs of the Debtors.

2. I submit this declaration in support of the *Debtors' Omnibus Motion #1 for Order: (A) Authorizing Rejection of Certain Executory Contracts Nunc Pro Tunc to the Petition Date; (B) Authorizing Rejection of Certain Unexpired Leases Effective as of August 31, 2018;*

¹ The Debtors in these chapter 11 cases and the last four digits of each Debtor's federal taxpayer identification number are as follows: Aralez Pharmaceuticals Holdings Limited (5824); Aralez Pharmaceuticals Management Inc. (7166); POZEN Inc. (7552); Aralez Pharmaceuticals Trading DAC (1627); Aralez Pharmaceuticals US Inc. (6948); Aralez Pharmaceuticals R&D Inc. (9731); Halton Laboratories LLC (9342). For the purposes of these chapter 11 cases, the Debtors' mailing address is: 400 Alexander Park Drive, Princeton, NJ 08540.

and (C) Granting Related Relief (the “**Motion**”), which was filed with the Court concurrently herewith.²

3. Except as otherwise indicated, all facts set forth in this declaration are based upon my personal knowledge and the knowledge I have acquired from those who report to me, consultation with other officers of the Debtors, my review of relevant documents, or my opinion based upon experience, knowledge and information concerning the Debtors’ operations and financial condition. I am duly authorized to submit this declaration.

4. On May 8, 2018, the Debtors announced that they were discontinuing their commercial operations in the United States. At or around that time, the Debtors eliminated their U.S. sales force. Currently, 22 employees remain employed in the United States.

5. Prior to the commencement of the wind down, and in the ordinary course of their business, the Debtors used the services of the Contract Counterparties to facilitate their operations and support their sales force. The Debtors contracted with the Contract Counterparties to, among other things, advertise and market their products, provide their sales force with company cars and provide logistical support to their sales force.

6. Since prior to the Petition Date, the Contract Counterparties have not been providing services to the Debtors. Because the services provided under the Contracts are no longer necessary, the Debtors have determined that the ongoing obligations under the Contracts impose a financial burden on their estates while providing no benefit to the Debtors, their estates or their stakeholders.

7. Also as a result of winding down their commercial operations in the United States, the Debtors are no longer in need of their leased premises in Radnor, Pennsylvania

² Capitalized terms used but not defined herein have the meanings given to them in the Motion.

and Princeton, New Jersey. The Debtors intend to vacate each of the Premises by August 31, 2018. The remaining employees in the U.S. either will work from home or out of the Debtors' New York offices.

8. By rejecting the Contracts and Leases, the Debtors estimate that they will be able to achieve cost savings of approximately \$116,000 per month. Rejecting the Contracts and Leases will thus prevent the Debtors from incurring unnecessary expenses.

9. Accordingly, I believe that it is in the best interests of the Debtors and their estates to reject the Contracts effective as of the Petition Date and to reject the Leases effective as of August 31, 2018.

Dated: August 27, 2018
New York, New York

/s/ Michael Kaseta
Michael Kaseta
Authorized Signatory for the Debtors

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

-----X
In re: : Chapter 11
: :
Aralez Pharmaceuticals US Inc., et al.,¹ : Case No. 18-12425 (MG)
: :
Debtors. : (Jointly Administered)
-----X

**OMNIBUS ORDER #1: (A) AUTHORIZING REJECTION OF CERTAIN
EXECUTORY CONTRACTS *NUNC PRO TUNC* TO THE PETITION DATE;
(B) AUTHORIZING REJECTION OF CERTAIN UNEXPIRED LEASES EFFECTIVE
AS OF AUGUST 31, 2018; AND (C) GRANTING RELATED RELIEF**

Upon the motion dated August 27, 2018 (the “Motion”)² of the debtors and debtors in possession in the above-captioned cases (the “Debtors”) for entry of an order: (a) authorizing the Debtors to reject the Contracts *nunc pro tunc* to the Petition Date; (b) authorizing the Debtors to reject the Leases effective as of August 31, 2018; and (c) granting related relief; and upon consideration of the Motion and all pleadings related thereto, including the Declaration of Michael Kaseta filed in support of the Motion; and this Court having jurisdiction to consider the Motion pursuant to 28 U.S.C. §§ 157 and 1334; and this being a core proceeding pursuant to 28 U.S.C. § 157(b); and venue of these cases and the Motion in this district being proper pursuant to 28 U.S.C. §§ 1408 and 1409; and it appearing that due and sufficient notice of the Motion has been given; and it appearing that no other or further notice need be provided; and upon the record of the hearing held on the Motion; and it appearing that the relief requested by the Motion

¹ The Debtors in these chapter 11 cases and the last four digits of each Debtor’s federal taxpayer identification number are as follows: Aralez Pharmaceuticals Holdings Limited (5824); Aralez Pharmaceuticals Management Inc. (7166); POZEN Inc. (7552); Aralez Pharmaceuticals Trading DAC (1627); Aralez Pharmaceuticals US Inc. (6948); Aralez Pharmaceuticals R&D Inc. (9731); Halton Laboratories LLC (9342). For purposes of these chapter 11 cases, the Debtors’ mailing address is Aralez Pharmaceuticals, c/o Prime Clerk LLC, P.O. Box 329003, Brooklyn, NY 11232.

² Capitalized terms used but not defined herein have the meanings given to them in the Motion.

is in the best interests of the Debtors, their estates, their creditors and other parties in interest;
and after due deliberation and sufficient cause appearing therefor, it is hereby

ORDERED, that:

1. The Motion is granted to the extent set forth herein.
2. The Contracts listed on Schedule 1 attached hereto are rejected pursuant to section 365(a) of the Bankruptcy Code *nunc pro tunc* to the Petition Date (the “Contract Rejection Date”).
3. The Leases listed on Schedule 2 attached hereto are rejected pursuant to section 365(a) of the Bankruptcy Code effective as of August 31, 2018 (the “Lease Rejection Date”).
4. The Debtors are not required to comply with any termination procedures set forth in the Contracts or Leases, or any other documents related thereto.
5. As of the Contract Rejection Date with respect to the Contracts, and the Lease Rejection Date with respect to the Leases, the Debtors are relieved from any and all payments or performance due under such Contracts and Leases incurred after such respective dates; provided, however, that nothing herein shall constitute a determination of claims arising from or related to the rejection of such Contracts and Leases filed in accordance with this Order, in connection with which the Debtors’ rights are reserved in full.
6. The Princeton Landlord is authorized to apply Letter of Credit No. 68124275, issued by Bank of America, N.A., in the amount of \$281,377.86 against its rejection damages claim against APUS and the Parent resulting from the rejection of the Princeton Lease; provided, that the foregoing is without prejudice to the rights of the Official Committee of

Unsecured Creditors and other parties in interest to challenge any rejection damages claim and seek appropriate remedies, if applicable.

7. Any proof of claim arising from the rejection of the Contracts or Leases must be filed with Prime Clerk LLC, the Debtors' claims agent, at Aralez Pharmaceuticals US Inc. Claims Processing Center, c/o Prime Clerk LLC, 850 Third Avenue, Suite 412, Brooklyn, New York 11232 or as otherwise order by the Court, no later than any claims bar date established in the Debtors' chapter 11 cases.

8. The Debtors are authorized to take all action necessary to effectuate the relief granted in this Order.

9. This Court shall retain jurisdiction to hear and determine all matters arising from or related to this Order and the implementation, interpretation and/or enforcement hereof.

IT IS SO ORDERED.

Dated: September 14, 2018

New York, New York

/s/Martin Glenn

MARTIN GLENN

United States Bankruptcy Judge

SCHEDULE 1

Schedule of Contracts Rejected¹

Counterparties	Counterparty Address	Debtor(s)	Agreement Type
Emkay Inc. Trust	805 West Thorndale Avenue, Itasca, IL 60143	Aralez Pharmaceuticals US Inc.	Vehicle Lease Agreement, dated September 25, 2015
Emkay Inc.	805 West Thorndale Avenue, Itasca, IL 60143	Aralez Pharmaceuticals US Inc.	Fleet Services Agreement dated September 25, 2015
Grey Healthcare Group LLC	200 Fifth Avenue, New York, NY 10010 Attn: Mark Suster Greg Lewis Vogel Farina LLC 350 Springfield Ave. Summit, NJ 07091	Pozen Inc. Aralez Pharmaceuticals US Inc.	Master Advertising Services Agreement, dated August 26, 2015, and all work orders
ghg greyhealth group LLC (f/k/a Grey Healthcare Group LLC)	200 Fifth Avenue, New York, NY 10010	Aralez Pharmaceuticals US Inc.	Amendment No. 1 to Master Advertising Services Agreement, dated October 15, 2015
Phoenix Marketing Solutions	121 Chanlon Road, Ste. 300 New Providence, NJ 07974 Attn: Tracy Doyle	Pozen Inc.	Master Services Agreement and all statements of work
Poretta & Orr, Inc.	450 East Street Doylestown, PA 18901	Pozen Inc.	Master Services Agreement dated June 23, 2015, and all statements of work

¹ This schedule is intended to be inclusive of any amendments, supplements and/or modifications entered into from time to time in respect of any of the Contracts listed.

SCHEDULE 2

Schedule of Leases Rejected

Counterparties-Landlords and Address	Debtor	Leased Premises
Radnor Properties-555 LA, L.P. c/o Brandywine Operating Partnership, L.P. Attn: Jeff DeVuono 555 East Lancaster Avenue, Suite 100 Radnor, Pennsylvania 19087 (with a copy to: legal.notices@bdnreit.com)	Aralez Pharmaceuticals US Inc.	555 E. Lancaster Avenue, Suite 540, Radnor, PA
Witman Properties, LLC Alexander Road at Davanne, LLC c/o Woodmont Properties 100 Passaic Avenue, Suite 240 Fairfield, New Jersey 07004	Aralez Pharmaceuticals US Inc.	400 Alexander Park Drive, West Windsor, NJ

GARFUNKEL WILD, P.C.
111 Great Neck Road
Great Neck, New York 11021
Telephone: (516) 393-2200
Telefax: (516) 466-5964
Burton S. Weston
Afsheen A Shah

Hearing Date: September 13, 2013 at 10:00 a.m.
Objection Deadline: September 6, 2013 at 10:00 a.m.

*Counsel for Debtors
And Debtors in Possession*

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

-----X
In re:

Chapter 11 Case

SOUND SHORE MEDICAL CENTER OF
WESTCHESTER, et al.,

Case No. 13- 22840 (RDD)

Debtors.

(Jointly Administered)

-----X

**DEBTORS' MOTION FOR AN ORDER PURSUANT TO SECTION 365 OF
THE BANKRUPTCY CODE AUTHORIZING DEBTORS TO REJECT
CERTAIN EXECUTORY CONTRACTS, *NUNC PRO TUNC*, TO THE
DATE OF TERMINATION OR THE FILING DATE OF THIS
MOTION, WHICHEVER IS EARLIER**

Sound Shore Medical Center of Westchester ("**SSMC**"), and its debtor affiliates (each a "**Debtor**" and together, the "**Debtors**") in the above chapter 11 cases (the "**Chapter 11 Cases**"), hereby file this Motion (the "**Motion**") for the entry of an Order pursuant to Section 365 of Bankruptcy Code, rejecting the executory contracts (the "**Executory Contracts**") set forth on Exhibit A hereto. In support of the Motion, the Debtors respectfully represent as follows:

SUMMARY OF RELIEF REQUESTED

1. As set forth in more detail below, the Debtors have determined that the Debtors' executory contracts (the "**Executory Contracts**") with Convergent Revenue Cycle Management ("**Convergent**") and Med-Metrix, LLC ("**Med-Metrix**") are no longer necessary for the Debtors continued operations and do not provide any meaningful value or benefit to the Debtors and their

estates. Details pertaining to the Executory Contracts sought to be rejected are identified and described on Exhibit A hereto. Accordingly, to avoid the accrual of any unnecessary administrative expenses under the Executory Contracts, by this Motion, the Debtors seek entry of an order, substantially in the form annexed hereto as Exhibit B (the “**Proposed Order**”), pursuant to Section 365(a) of Title 11, United States Code, 11 U.S.C. §§ 101 *et seq.* (the “**Bankruptcy Code**”), authorizing the Debtors to reject the Executory Contracts, *nunc pro tunc*, as of the earlier of (i) the date on which the respective agreement was terminated, or (ii) the filing of this Motion.

JURISDICTION

2. This Court has jurisdiction over this Motion under 28 U.S.C. § 1334. This is a core proceeding within the meaning of 28 U.S.C. § 157(b)(2). Venue of this proceeding is proper pursuant to 28 U.S.C. §§ 1408 and 1409.

3. The statutory predicate for the relief requested herein is Section 365(a) of the Bankruptcy Code.

BACKGROUND

4. A significant portion of the Debtors’ core business is focused around Sound Shore Medical Center of Westchester (“**SSMC**”). SSMC is a not-for-profit 242-bed, community-based teaching hospital offering primary, acute, emergency and long-term health care to the working class residents of southern Westchester. SSMC’s affiliate, Mount Vernon Hospital (“**MVH**”), is a voluntary, not-for-profit, 176-bed hospital located in Mount Vernon, New York. MVH also operates the Dorothea Hopfer School of Nursing, chartered by New York State since 1901. Howe Avenue Nursing Home d/b/a Helen and Michael Schaffer Extended Care Center (“**SECC**”), the third operating Debtor, is a 150-bed, comprehensive facility offering short-term rehabilitation/sub-acute care, as well as skilled long-term care. (SSMC, MVH and SECC are sometimes collectively referred to as the “**Medical Centers**”)

5. SSMC, MVH and SECC (with their affiliated Debtors) together comprise the Sound Shore Health System, Inc. (“SSHS” or the “System”) which was formed in 1997 when the three affiliated healthcare institutions joined together to create one of the largest regional healthcare systems between New York City and Albany. Today, the System provides a range of specialized services, including orthopedic surgery, behavioral health, pediatrics, OB/GYN, continuing care facilities, a nursing home and community care clinics providing primary care services for the indigent and uninsured. Their affiliation with the New York College of Medicine also enables the Debtors to provide a teaching environment in multiple disciplines to their community and patients.

6. As the largest “safety net” providers for southern Westchester County, the Medical Centers serve a disproportionate share of patients in the Medicaid and uninsured populations. Annually, they are responsible for approximately 13,000 acute discharges, 55,000 emergency department visits and 60,000 indigent care clinic visits.

7. Given the historical deterioration of the Debtors’ financial condition and the pressing need to find a strategic partner, which has been recounted in detail to the Court, the Debtors entered into an asset purchase agreement with Montefiore Medical Center (“MMC”) (the “Purchase Agreement”) providing for the sale of all of their Owned Real Property, Furniture, Fixtures, Inventory, Assigned Contracts and related operating assets, which collectively comprise the Acquired Assets (all as therein defined). MMC which will thereafter continue operations at the Debtors’ former facilities under their own auspices.

EXECUTORY CONTRACTS

8. The Debtors are currently undergoing a comprehensive review of their executory contracts to determine which contracts will be assumed and/or rejected. Given the Debtors' intent to sell their assets to MMC, many of the Debtors' existing agreements and contracts will no longer be necessary to their continued operations pending such sale. The Debtors will thus seek to reject those contracts that provide no meaningful value or benefit to the Debtors' estates. As part of their ongoing review of the executory contracts, the Debtors have reviewed the Executory Contracts which are the subject of this Motion, and have determined, in the exercise of their sound business judgment, that continuing the Executory Contracts with Convergent and Med-Metrix would be burdensome and would provide no corresponding benefit or utility to the Debtors' estates.

9. The Debtors' agreement with Convergent, covers collection services relating to third party accounts and their agreement with Med-Metrix is for software services. The services covered by the Executory Contracts are no longer necessary for the Debtors' ongoing operations or the administration of the Debtors' estates. Thus, maintaining the Executory Contracts would impose unnecessary costs and burdens upon the estates. Indeed the services covered by the Executory Contracts have been largely included as part of other existing arrangements which have been routinely implemented by the Debtors. The Debtors do not believe the Executory Contracts provide any meaningful benefit or value to the Debtors' estates. Accordingly, the Debtors are seeking to reject the Executory Contracts.

RELIEF REQUESTED

10. As set forth above, by this Motion, the Debtors seek authorization to reject the Executory Contracts as of the earlier of (i) the date on which the respective agreement was terminated, or (ii) the filing of this Motion. A schedule detailing the Executory Contracts which are sought to be rejected and the proposed effective dates of rejection of each Executory Contract is attached hereto as Exhibit A.

BASIS FOR RELIEF REQUESTED

11. Section 365(a) of the Bankruptcy Code provides, in pertinent part, that a debtor in possession, “subject to the court’s approval, may assume or reject any executory contract or unexpired lease of the debtor.” 11 U.S.C. § 365(a). See, NLRB v. Bildisco & Bildisco, 465 U.S. 513, 521 (1984); see also, In re Lavigne, 114 F.3d 379, 386 (2d Cir. 1997). The United States Court of Appeals for the Second Circuit has stated that “[t]he purpose behind allowing the assumption or rejection of executory contracts is to permit the debtor or debtor-in-possession to use valuable property of the estate and to ‘renounce title to and abandon burdensome property.’” Orion Pictures Corp. v. Showtime Networks, Inc. (In re Orion Pictures Corp.), 4 F.3d 1095, 1098 (2nd Cir. 1993) (quoting 2 Collier on Bankruptcy 365.01[1] (15th ed. 1993)).

12. In considering a motion to assume or reject a contract or lease, the court should “... plac[e] itself in the position of the debtor or debtor-in-possession and determine[e] whether assuming [or rejecting] the contract would be a good business decision or a bad one.” Id. at 1099. “More exacting scrutiny would slow the administration of the debtor’s estate and increase its cost, interfere with the Bankruptcy Code’s provision for private control of administration of the estate, and threaten the court’s ability to control a case impartially.” Richmond Leasing Co. v. Capital Bank, N.A., 762 F.2d 1303, 1311 (5th Cir. 1985).

13. Courts defer to a debtor's business judgment in rejecting an executory contract or unexpired lease, and upon finding that a debtor has exercised its sound business judgment, approve such rejection under section 365(a) of the Bankruptcy Code. See NLRB v. Bildisco & Bildisco, 465 U.S. 513, 523 (1984) (recognizing the "business judgment" standard used to authorize rejection of executory contracts); Nostas Assocs v. Costich (In re Klein Sleep Products, Inc.), 78 F.3d 18, 25 (2nd Cir. 1996) (recognizing the "business judgment" standard used to authorize rejection of executory contracts); In re Minges, 602 F.2d 38, 42-43 (2nd Cir. 1979) (holding that the "business judgment" test is appropriate for determining when an executory contract can be rejected); In re Kong, 162 B.R. 86, 94-95 (Bankr. EDNY 1993) (explaining that the business judgment standard requires only a demonstration that rejection will benefit the estate); In re Child World, Inc., 142 B.R. 87, 89 (Bankr. S.D.N.Y. 1992).

14. The "business judgment" standard is not a strict standard; it requires only a showing that either assumption or rejection of the executory contract or unexpired lease will benefit the debtor's estate. See In re Helm, 335 B.R. 528, 538 (Bankr. S.D.N.Y. 1996) ("To meet the business judgment test, the debtor in possession must 'establish that rejection will benefit the estate'" (citation omitted); In re Balco Equities, Inc., 323 B.R. 85, 99 (Bankr. S.D.N.Y. 2005) ("In determining whether the debtor has employed reasonable business discretion, the court for the most part must only determine that the rejection will likely benefit the estate.") (quoting G Survivor, 171 B.R. at 757)). Further, under the business judgment standard, "[a] debtor's decision to reject an executory contract must be summarily affirmed unless it is the product of 'bad faith, or whim or caprice'" In re TransWorld Airlines, Inc., 261 B.R. 103, 121 (Bankr. D. Del. 2001).

15. As noted above, the Debtors have reviewed the Executory Contracts and have determined that they are no longer necessary or beneficial to the Debtors' ongoing business, and create unnecessary and burdensome expenses for the Debtors' estates. In addition, the Debtors have determined that no meaningful value would be realized by the Debtors if the Executory Contracts were assumed and assigned to third parties. Accordingly, it is in the best interests of the Debtors' estates to reject the Executory Contracts and avoid incurring additional unsecured or potential administrative claims relating to the Executory Contracts. Rejection of the Executory Contracts and the attendant reduction in the estates' administrative costs thus reflects the Debtors' exercise of sound business judgment.

NUNC PRO TUNC REJECTION

16. It is well-established that a bankruptcy court has the authority to deem the rejection of an unexpired lease or executory contract retroactive to a date prior to the date of entry of an order approving the rejection. See In re At Home Corp., 392 F.3d 1064, 1070 (9th Cir. 2004); Thinking Machines Corp. v. Mellon Financial Servs. Corp. (In re Thinking Machines Corp.), 67 F.3d 1021, 1028 (1st Cir. 1995); In re Stonebridge Technologies, Inc., 430 F.3d 260, 273 (5th Cir. 2005); In re Jamesway Corp., 179 B.R. 33, 37-38 (Bankr. S.D.N.Y. 1995). Courts have authorized rejections of executory contracts and unexpired leases, including retroactive rejections, based on the equities of the circumstances. See Thinking Machines, 67 F.3d 1021 at 1028 (finding that, "[i]n the section 365 context, this means that bankruptcy courts may enter retroactive orders of approval, and should do so when the balance of the equities preponderates in favor of such remediation"). Courts have permitted retroactive rejection in other cases in this Circuit and elsewhere. See e.g., Sec. Investor Prot. Corp. v. Bernard L. Madoff Inv. Sec. LLC, Adv. Pro. No. 08-01789 (BRL) (Bankr. S.D.N.Y. February 4, 2009).

17. The Debtors believe that expedited rejection of the Executory Contracts is necessary due to the dire financial condition of the Debtors and the need to reduce unnecessary administrative claims against their estates. Expedited relief is appropriate under the circumstances herein since the Executory Contracts are no longer necessary for the Debtors' continued operations and any delays in rejection may lead to unnecessary costs and expenses for the Debtors' estates.

NOTICE

18. Notice of this Motion has been provided to all parties in interests in accordance with the Administrative Order Establishing Case Management and Scheduling Procedures (the "**Case Management Order**"), entered on June 4, 2013, notice of this Motion has been given to the parties identified on the General Service List and the Master Service List (as such terms are identified in the Case Management Order). The Debtors submit that no other or further notice need be provided.

NO PREVIOUS REQUEST

19. No prior motion for the relief requested herein has been made to this or any other Court.

WHEREFORE the Debtors respectfully request the entry of an order, substantially in the form annexed hereto as Exhibit B, authorizing the Debtors to reject the Executory Contracts

and granting such other and further relief as the Court may deem just and proper.

Dated: July 30, 2013
Great Neck, New York

GARFUNKEL WILD, P.C.
Proposed Counsel for Debtors and Debtors in Possession


By: 
Burton S. Weston
Afsheen A. Shah
111 Great Neck Road
Great Neck, New York 11021
Telephone: (516) 393-2200
Facsimile: (516) 466-5964

EXHIBIT A
REJECTED CONTRACTS

<u>Contract Type</u>	<u>Date of Contract</u>	<u>Counterparty</u>	<u>Effective Date of Rejection</u>
Collection Agreement	August 13, 2012	Convergent Revenue Cycle Management	July 22, 2013 (date of termination)
Software Services	August 1, 2012	Med Metrix LLC	July 22, 2013 (date of termination)

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

-----X
In re:
SOUND SHORE MEDICAL CENTER OF
WESTCHESTER, et al.,

Chapter 11 Case
Case No. 13- 22840 (RDD)

Debtors.

(Jointly Administered)

-----X
**ORDER PURSUANT TO 11 USC § 365 APPROVING
REJECTION OF EXECUTORY CONTRACTS**

Upon the motion dated July 30, 2013 (the "Motion")¹ of Sound Shore Medical Center of Westchester ("SSMC") and its affiliated debtors, as debtors in possession in the above captioned chapter 11 cases (collectively, the "Debtors"), for entry of an order pursuant to section 365(a) of title 11, United States Code (the "Bankruptcy Code") and Rules 6006 and 9014 of the Federal Rules of Bankruptcy Procedure, authorizing the Debtors to reject certain executory contracts, all as more fully described in the Motion; and it appearing that the Court has jurisdiction to consider this matter, and it further appearing that due and proper notice of the Motion has been given and that no other or further notice need be provided; and it further appearing that the relief requested in the Motion is necessary and is in the best interest of the Debtors, the Debtors' estates and their creditors, and all parties in interest; and after due deliberation and good and sufficient cause appearing therefor,

IT IS HEREBY ORDERED THAT:

1. The Motion is granted to the extent set forth herein.

¹ Capitalized terms used but not defined herein shall have the meaning ascribed to them in the Motion.

2. Pursuant to section 365(a) of the Bankruptcy Code, rejection of each of the Executory Contracts, as set forth herein (1) constitutes an exercise of sound business judgment by the Debtors, made in good faith and for valid business reasons, (2) is appropriate and necessary under the circumstances described in the Motion, and (3) is warranted and permissible under sections 105 and 365 of the Bankruptcy Code and Bankruptcy Rule 6006.

3. Pursuant to section 365 of the Bankruptcy Code and Bankruptcy Rules 6006 and 9014, the rejection of the Executory Contracts listed on Exhibit A to the Motion and any related amendments and supplements thereto, is hereby authorized and approved, *nunc pro tunc*, effective upon the earlier of (i) the date on which the respective agreement was terminated or (ii) the filing of this Motion.

4. This Court shall retain jurisdiction to hear and determine all matters arising from or related to the implementation, interpretation and/or enforcement of this Order.

Dated: September __, 2013
White Plains, New York

HONORABLE ROBERT D. DRAIN
UNITED STATES BANKRUPTCY COURT JUDGE

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

-----X
In re:
SOUND SHORE MEDICAL CENTER OF
WESTCHESTER, et al.,

Chapter 11 Case
Case No. 13- 22840 (RDD)

Debtors.

(Jointly Administered)

-----X
**ORDER PURSUANT TO 11 USC § 365 APPROVING
REJECTION OF EXECUTORY CONTRACTS**

Upon the motion dated July 30, 2013 (the “Motion”)¹ of Sound Shore Medical Center of Westchester (“SSMC”) and its affiliated debtors, as debtors in possession in the above captioned chapter 11 cases (collectively, the “Debtors”), for entry of an order pursuant to section 365(a) of title 11, United States Code (the “Bankruptcy Code”) and Rules 6006 and 9014 of the Federal Rules of Bankruptcy Procedure, authorizing the Debtors to reject the executory contracts with Convergent Revenue Cycle Management (“Convergent”) and Med-Metrix, LLC (“Med-Metrix” and together with Convergent, the “Executory Contracts”), all as more fully described in the Motion; and it appearing that the Court has jurisdiction to consider this matter, and it further appearing that due and proper notice of the Motion has been given and that no other or further notice need be provided; and there being no objections to the requested relief; and upon the record of the hearing held by the Court on the Motion on September 13, 2013; and the Court having found that the relief requested in the Motion is in the best interest of the Debtors, the Debtors’ estates and their creditors, and all parties in interest and a proper exercise of business judgment; and after due deliberation and good and sufficient cause appearing therefor,

IT IS HEREBY ORDERED THAT:

¹ Capitalized terms used but not defined herein shall have the meaning ascribed to them in the Motion.

1. The Motion is granted.
2. Pursuant to section 365(a) of the Bankruptcy Code, rejection of each of the Executory Contracts, as set forth herein (1) constitutes an exercise of sound business judgment by the Debtors, made in good faith and for valid business reasons, (2) is appropriate and necessary under the circumstances described in the Motion, and (3) is warranted and permissible under sections 105 and 365 of the Bankruptcy Code and Bankruptcy Rule 6006.
3. Pursuant to section 365 of the Bankruptcy Code and Bankruptcy Rules 6006 and 9014, the rejection of the Executory Contracts listed on Exhibit A to the Motion and any related amendments and supplements thereto, is hereby authorized and approved, *nunc pro tunc*, effective upon the earlier of (i) the date on which the respective agreement was terminated or (ii) the filing of the Motion.
4. This Order constitutes a separate order with respect to each Executory Contract.
5. This Court shall retain jurisdiction to hear and determine all matters arising from or related to the implementation, interpretation and/or enforcement of this Order.

Dated: September 16, 2013
White Plains, New York

/s/Robert D. Drain
HONORABLE ROBERT D. DRAIN
UNITED STATES BANKRUPTCY COURT JUDGE

Andrew G. Dietderich
John J. Jerome
Michael H. Torkin
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Debtors in Possession

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Proposed Counsel to the Debtors and Debtors
in Possession¹

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

In re:)	
EASTMAN KODAK COMPANY, <i>et al.</i> , ²	)	Chapter 11
Debtors.	)	Case No. 12-10202 (ALG)
	)	(Jointly Administered)
)	

**DEBTORS' MOTION FOR AN ORDER AUTHORIZING REJECTION OF
CERTAIN EXECUTORY CONTRACT *NUNC PRO TUNC* TO JANUARY 31, 2012**

Eastman Kodak Company (“**Kodak**”), on behalf of itself and its affiliated debtors and debtors in possession in these chapter 11 cases (collectively, the “**Debtors**”), hereby submits this motion (the “**Motion**”) for entry of an order, substantially in the form attached hereto as Exhibit A (the “**Proposed Order**”), authorizing the Debtors to (a) reject that certain executory contract set forth on Exhibit 1 annexed to the Proposed Order (as more fully described below, the

¹ All parties in interest with inquiries regarding this Motion should direct such inquiries to Young Conaway Stargatt & Taylor, LLP.

² The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number, are: Eastman Kodak Company (7150); Creo Manufacturing America LLC (4412); Eastman Kodak International Capital Company, Inc. (2341); Far East Development Ltd. (2300); FPC Inc. (9183); Kodak (Near East), Inc. (7936); Kodak Americas, Ltd. (6256); Kodak Aviation Leasing LLC (5224); Kodak Imaging Network, Inc. (4107); Kodak Philippines, Ltd. (7862); Kodak Portuguesa Limited (9171); Kodak Realty, Inc. (2045); Laser-Pacific Media Corporation (4617); NPEC Inc. (5677); Pakon, Inc. (3462); and Qualex Inc. (6019). The location of the Debtors’ corporate headquarters is: 343 State Street, Rochester, NY 14650.

“**Contract**”) effective as of the date hereof and (b) take such actions as may be necessary to implement and effectuate the rejection of the Contract. In support of this Motion, the Debtors respectfully represent and set forth as follows:

Background

1. On January 19, 2012 (the “**Petition Date**”), each of the Debtors filed a voluntary petition in this Court for relief under chapter 11 of title 11 of the United States Code, 11 U.S.C. §§ 101 *et seq.* (the “**Bankruptcy Code**”). The Debtors continue to operate their businesses and manage their properties as debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code. No request for appointment of a trustee or examiner has been made in these chapter 11 cases. On January 25, 2012, the United States Trustee for the Southern District of New York (the “**U.S. Trustee**”) appointed the Official Committee of Unsecured Creditors (the “**Creditors’ Committee**”) pursuant to section 1102 of the Bankruptcy Code.

2. Founded in 1880 and long one of the world’s leading material science companies, the Debtors and their non-Debtor affiliates operate an integrated global business involving a diverse collection of mature and growth businesses and an array of valuable intellectual property. In order to address a shortfall in liquidity in the United States, monetize non-strategic intellectual property, fairly resolve legacy liabilities and focus on their most valuable business lines, the Debtors commenced these chapter 11 cases.

3. Additional factual background relating to the Debtors’ businesses and the commencement of these chapter 11 cases is set forth in detail in the Declaration of Antoinette P. McCorvey Pursuant to Rule 1007-2 of the Local Bankruptcy Rules for the Southern District of New York in Support of First Day Pleadings dated January 18, 2012 [Docket No. 2].

Facts Specific to the Relief Requested³

4. Kodak is a party to a certain Sponsorship Agreement, dated October 5, 2000, by and among TrizecHahn Hollywood LLC (“**TH**”), as amended by (a) letter agreements dated (i) December 7, 2000, (ii) December 20, 2000, and (iii) January 30, 2001, (b) that certain Amendment of Sponsorship Agreement, dated February 23, 2004, by and among TH and Kodak, and (c) that certain Second Amendment to Agreement, dated September 1, 2011, by and among CIM/H&H Media L.P., as successor-in-interest to TH (the “**Counterparty**”). Among other things, in exchange for a significant annual fee, the Contract provides Kodak with certain naming rights and other promotional rights related to that certain mixed-use retail/entertainment complex located in Los Angeles, California at Hollywood and Highland, commonly known as the “Kodak Theatre.”

Jurisdiction

5. The Court has jurisdiction to consider this matter pursuant to 28 U.S.C. §§ 157 and 1334. Venue is proper pursuant to 28 U.S.C. §§ 1408 and 1409. This matter is a core proceeding pursuant to 28 U.S.C. § 157(b). The statutory predicates for the relief requested herein are sections 105(a) and 365 of the Bankruptcy Code, rule 6006 of the Federal Rules of Bankruptcy Procedure (the “**Bankruptcy Rules**”) and rule 9013-1 of the Local Bankruptcy Rules for the Southern District of New York (the “**Local Rules**”).

Relief Requested

6. By this Motion, the Debtors request entry of the Proposed Order, authorizing the Debtors to (a) reject the Contract effective as of the date hereof, and (b) take such

³ Any summary of or reference to the terms and conditions of the Contract provided in this Motion is for the Court’s convenience. To the extent any such summary or reference conflicts with the actual terms and conditions of the Contract, the actual terms and conditions of the Contract shall control.

actions as may be necessary to implement and effectuate the rejection of the Contract.⁴

Basis for Relief

A. Rejection of the Contract Reflects the Debtors' Sound Business Judgment.

7. Section 365(a) of the Bankruptcy Code provides that a debtor in possession "subject to the court's approval, may . . . reject any executory contract or unexpired lease of the debtor." 11 U.S.C. § 365(a). "This provision allows a trustee to relieve the bankruptcy estate of burdensome agreements which have not been completely performed." *Stewart Title Guar. Co. v. Old Republic Nat'l Title Ins. Co.*, 83 F.3d 735, 741 (5th Cir. 1996) (citing *In re Murexco Petroleum, Inc.*, 15 F.3d 60, 62 (5th Cir. 1994)).

8. The Debtors' rejection of an executory contract or unexpired lease is governed by the "business judgment" standard. *See In re Orion Pictures Corp.*, 4 F.3d 1095, 1098-99 (2d Cir. 1993); *In re Enron Corp.*, Case No. 01-16034, 2006 WL 898033, at *4 (Bankr. S.D.N.Y. Mar. 24, 2006) ("In determining whether to approve a [debtor's] decision to reject such lease or contract, a court applies the 'business judgment' test which is met if the rejection is beneficial to the estate."); *In re Ames Dep't Stores, Inc.*, 306 B.R. 43, 51 (Bankr. S.D.N.Y. 2004); *see also NLRB v. Bildisco & Bildisco*, 465 U.S. 513, 523 (1984) (recognizing the "business judgment" standard used to approve rejection of executory contracts); *In re Klein Sleep Prods., Inc.*, 78 F.3d 18, 25 (2d Cir. 1996) (same). The business judgment standard requires a court to approve a debtor's business decision unless that decision is the product of bad faith, whim or caprice. *See Westbury Real Estate Ventures v. Bradlees, Inc.* (*In re Bradlees Stores, Inc.*), 194 B.R. 555, 558 n.1 (Bankr. S.D.N.Y. 1996), *appeal dismissed*,

⁴ The Debtors and their estates reserve any and all rights to assert that the Contract is not an executory contract, and nothing included in, or omitted from, this Motion shall impair, prejudice, waive or otherwise affect such rights.

210 B.R. 506 (S.D.N.Y. 1997).

9. Rejection of an executory contract or an unexpired lease is appropriate where such rejection would benefit the estate. *See Orion Pictures Corp.*, 4 F.3d at 1098-99; *In re Stable Mews Assocs., Inc.*, 41 B.R. 594, 596 (Bankr. S.D.N.Y. 1984). Upon finding that a debtor exercised its sound business judgment in determining that rejection of certain contracts or leases is in the best interests of its creditors and all parties in interest, a court should approve the rejection under section 365(a) of the Bankruptcy Code. *See In re Summit Land Co.*, 13 B.R. 310, 315 (Bankr. D. Utah 1981) (holding that absent extraordinary circumstances, court approval of a debtors' decision to assume or reject an executory contract "should be granted as a matter of course").

10. The Debtors believe that rejection of the Contract effective as of the date hereof is well within the Debtors' business judgment, in furtherance of their efforts to preserve and maximize estate value, and in the best interests of their estates and creditors. The Debtors also believe that any continued expense in maintaining the Contract and attempting to market the Contract would likely outweigh, if not eclipse, any benefit in attempting to identify a potential acquirer of the Contract, and unnecessarily deplete assets of their estates to the detriment of their creditors. Under the Contract, Kodak pays a significant annual amount for, among other things, the naming rights related to the Kodak Theatre. The Debtors have evaluated the Contract in consultation with their professional advisors and determined that any benefit related to these rights likely does not exceed or equal the Debtors' costs associated with the Contract. In contrast, the Debtors' rejection of the Contract will represent a significant annual cost savings to the Debtors and their estates. Accordingly, the Debtors submit that rejection of the Contract represents a sound exercise of their business judgment and should therefore be approved.

B. Deeming the Contract Rejected Effective as of the Date Hereof Is Appropriate.

11. The Debtors also respectfully submit that it is appropriate for the Court to deem the Contract rejected effective as of the date hereof.

12. While section 365 of the Bankruptcy Code does not specifically address whether the Court may order rejection to be effective retroactively, many courts have held that bankruptcy courts may, in their discretion, authorize rejection retroactive to a date prior to entry of the order authorizing such rejection. *See, e.g., Constant Ltd. P'ship v. Jamesway Corp. (In re Jamesway Corp.)*, 179 B.R. 33, 36-37 (S.D.N.Y. 1995) (stating that section 365 does not include "restrictions as to the manner in which the court can approve rejection"); *BP Energy Co. v. Bethlehem Steel Corp.*, 2002 WL 31548723, at *3 (S.D.N.Y. Nov. 15, 2002) ("We cannot conclude . . . that a bankruptcy court's assignment of a retroactive rejection date falls outside of its authority when the balance of the equities favors this solution."); *In re Jamesway Corp.*, 179 B.R. 33 (S.D.N.Y. 1995) (same); *see also In re At Home Corp.*, 392 F.3d 1064, 1065-66 (9th Cir. 2004) (affirming bankruptcy court's approval of retroactive rejection), *cert. denied sub nom. Pac. Shores Dev., LLC v. At Home Corp.*, 546 U.S. 814 (2005); *In re Thinking Machs., Corp.*, 67 F.3d 1021, 1028 (1st. Cir. 1995) ("bankruptcy courts may enter retroactive orders of approval, and should do so when the balance of equities preponderates in favor of such remediation"); *In re CCI Wireless, LLC*, 297 B.R. 133, 140 (D. Colo. 2003) (holding that "because section 365 does not, as a matter of law, prohibit selection of a retroactive date for rejection, the bankruptcy court has authority under section 365(d)(3) to set the effective date of rejection at least as early as the filing date of the motion to reject.").

13. In this instance, the balance of the equities favors the relief requested herein. Without a retroactive date of rejection, the Debtors will be potentially forced to incur unnecessary administrative charges for an agreement that likely does not provide a benefit to the

Debtors and their estates in excess of the costs associated therewith. Moreover, the Counterparty will not be unduly prejudiced if the rejection of the Contract is deemed effective as of the date hereof because counsel for the Counterparty will receive notice of this Motion via overnight delivery (and electronic mail). In addition, prior to the filing of this Motion, by letter dated January 30, 2012, counsel for the Counterparty notified the Debtors that it anticipated the Debtors would file a motion, the following day, to reject the Contract *nunc pro tunc*. In response, on the date hereof, the undersigned counsel for the Debtors contacted counsel to the Counterparty to advise counsel that the Debtors were in fact filing a motion to reject the Contract *nunc pro tunc* to January 31, 2012, and that the Counterparty should take all steps necessary to remove Kodak's naming rights associated with the theatre, including, without limitation, any signage. Therefore, the Debtors respectfully submit that it is fair and equitable for the Court to find that the Contract is rejected as of the date hereof.

14. Courts in this district have previously granted relief similar to that requested herein. *See, e.g., In re AMR Corporation*, Case No. 11-15463 (Bankr. S.D.N.Y. Dec. 22, 2011) (order authorizing retroactive rejection of unexpired leases); *In re The Great Atl. & Pac. Tea Co.*, Case No. 10-24549 (Bankr. S.D.N.Y. May 2, 2011) (same); *In re BB Liquidating Inc. (f/k/a Blockbuster Inc.)*, Case No. 10-14997 (Bankr. S.D.N.Y. Oct. 21, 2010) (same); *In re The Reader's Digest Ass'n, Inc.*, Case No. 09-14326 (Bankr. S.D.N.Y. Sep. 17, 2009) (same). The Debtors submit that the present circumstances warrant similar relief in these chapter 11 cases.

Notice

15. Notice of this Motion has been provided to: (a) the United States Trustee for the Southern District of New York; (b) the agent under the prepetition revolving credit facility; (c) the indenture trustee for the prepetition 10.625% Senior Secured Notes due March

15, 2019; (d) the indenture trustee for the prepetition 9.75% Senior Secured Notes due March 1, 2018; (e) counsel to the Ad Hoc Committee of Holders of Senior Secured Notes; (f) proposed counsel to the Creditors' Committee; (g) counsel to the agent under the proposed Debtor-In-Possession Credit Agreement; (h) counsel to the Counterparty; and (i) all parties requesting notice in these chapter 11 cases pursuant to Bankruptcy Rule 2002. The Debtors respectfully submit that further notice of this Motion is neither required nor necessary.

No Prior Request

16. The Debtors have not previously sought the relief requested herein from this or any other court.

Remainder of page intentionally left blank

WHEREFORE, the Debtors respectfully request that the Court (a) enter the Proposed Order, authorizing the Debtors to (i) reject the Contract effective as of the date hereof, and (ii) take such actions as may be necessary to implement and effectuate the rejection of the Contract, and (b) grant such other and further relief as may be just and proper.

Dated: January 31, 2012
New York, New York

/s/ Pauline K. Morgan

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Proposed Counsel to the Debtors
and Debtors in Possession

Hearing Date: February 15, 2012 at 11:00 a.m. (Eastern Time)
Objection Deadline: February 8, 2012 at 4:00 p.m. (Eastern Time)

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Proposed Counsel to the Debtors and Debtors
in Possession

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

In re:	)	Chapter 11
)	
EASTMAN KODAK COMPANY, <i>et al.</i> , ²	)	Case No. 12-10202 (ALG)
)	
Debtors.	)	Jointly Administered
)	
)	

**NOTICE OF HEARING ON DEBTORS' MOTION FOR
AN ORDER AUTHORIZING REJECTION OF CERTAIN
EXECUTORY CONTRACT *NUNC PRO TUNC* TO JANUARY 31, 2012**

PLEASE TAKE NOTICE that a hearing on the Debtors' Motion for an Order

Authorizing Rejection of Certain Executory Contract *Nunc Pro Tunc* to January 31, 2012 (the

¹ All parties in interest with inquiries regarding this Motion should direct such inquiries to Young Conaway Stargatt & Taylor, LLP

² The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, are: Eastman Kodak Company (7150); Creo Manufacturing America LLC (4412); Eastman Kodak International Capital Company, Inc. (2341); Far East Development Ltd. (2300); FPC Inc. (9183); Kodak (Near East), Inc. (7936); Kodak Americas, Ltd. (6256); Kodak Aviation Leasing LLC (5224); Kodak Imaging Network, Inc. (4107); Kodak Philippines, Ltd. (7862); Kodak Portuguesa Limited (9171); Kodak Realty, Inc. (2045); Laser-Pacific Media Corporation (4617); NPEC Inc. (5677); Pakon, Inc. (3462); and Qualex Inc. (6019). The location of the Debtors' corporate headquarters is: 343 State Street, Rochester, NY 14650.

“**Motion**”), of Eastman Kodak Company, on behalf of itself and its affiliated debtors and debtors in possession in these chapter 11 cases (collectively, the “**Debtors**”), will be held before the Honorable Allan L. Gropper, in Room 617 of the United States Bankruptcy Court for the Southern District of New York (the “**Bankruptcy Court**”), One Bowling Green, New York, New York 10004, on **February 15, 2012 at 11:00 a.m. (Eastern Time)**, or as soon thereafter as counsel may be heard.

PLEASE TAKE FURTHER NOTICE that any responses or objections to the Motion (the “**Objections**”) must be in writing, shall conform to the Federal Rules of Bankruptcy Procedure and the Local Bankruptcy Rules for the Southern District of New York, and shall be filed with the Bankruptcy Court (a) by registered users of the Bankruptcy Court’s case filing system, electronically in accordance with General Order M-399 (which can be found at <http://www.nysb.uscourts.gov>) and (b) by all other parties in interest, on a 3.5 inch disk, in text-searchable portable document format (PDF) (with a hard copy delivered directly to Chambers), in accordance with the customary practices of the Bankruptcy Court and General Order M-399, to the extent applicable, and served in accordance with General Order M-399 and on (a) counsel for the Debtors, Sullivan & Cromwell LLP, 125 Broad Street, New York, New York, 10004, Attn: Andrew G. Dietderich, and Young Conaway Stargatt & Taylor, LLP, 1270 Avenue of the Americas, Suite 2210, New York, New York 10020, Attn: Pauline K. Morgan; (b) the Office of the United States Trustee for the Southern District of New York, 33 Whitehall Street, 21st Floor, New York, New York 10004, Attn: Brian Masumoto; (c) counsel to the agent under the prepetition revolving credit facility, Shearman & Sterling LLP, 599 Lexington Avenue, New York, New York 10022, Attn: Susan Fennessey and Fredric Sosnick; (d) the indenture trustee for the prepetition 10.625% Senior Secured Notes due March 15, 2019; (e) the indenture trustee

for the prepetition 9.75% Senior Secured Notes due March 1, 2018; (f) counsel to the Ad Hoc Committee of Holders of Senior Secured Notes, Akin Gump Strauss Hauer & Feld LLP, One Bryant Park, New York, New York 10036, Attn: Michael S. Stamer; (g) proposed counsel to the Official Committee of Unsecured Creditors, Milbank, Tweed, Hadley & McCloy LLP, 1 Chase Manhattan Plaza, New York, New York 10005, Attn: Dennis F. Dunne; (h) counsel to Citicorp North America, Inc., as agent for the Debtors' postpetition secured lenders, Davis Polk & Wardwell LLP, 450 Lexington Avenue, New York, New York 10017, Attn: Marshall S. Huebner; and (i) all parties requesting notice in these chapter 11 cases pursuant to Bankruptcy Rule 2002, so as to be received no later than **February 8, 2012 at 4:00 p.m. (Eastern Time)** (the "**Objection Deadline**").

Remainder of page intentionally left blank

PLEASE TAKE FURTHER NOTICE that if no Objections are timely filed and served with respect to the Motion, the Debtors may, on or after the Objection Deadline, submit to the Bankruptcy Court an order substantially in the form of the proposed order annexed to the Motion, which order may be entered with no further notice or opportunity to be heard.

Dated: January 31, 2012
New York, New York

/s/ Pauline K. Morgan

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Proposed Counsel to the Debtors and Debtors in
Possession

EXHIBIT A

Proposed Order

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

In re:

EASTMAN KODAK COMPANY, *et al.*,¹

Debtors.

)
) Chapter 11

)
) Case No. 12-10202 (ALG)

)
) (Jointly Administered)
)
)

**ORDER AUTHORIZING REJECTION OF CERTAIN
EXECUTORY CONTRACT *NUNC PRO TUNC* TO JANUARY 31, 2012**

Upon the motion (the “**Motion**”)² of Eastman Kodak Company, on behalf of itself and its affiliated debtors and debtors in possession in these chapter 11 cases (collectively, the “**Debtors**”), for entry of an order authorizing the Debtors to (a) reject the Contract effective as of January 31, 2012, and (b) take such actions as may be necessary to implement and effectuate the rejection of the Contract; and it appearing that this Court has jurisdiction to consider the Motion pursuant to 28 U.S.C. §§ 157 and 1334; and it appearing that venue of these chapter 11 cases and the Motion in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and it appearing that this matter is a core proceeding pursuant to 28 U.S.C. § 157(b); and this Court having determined that the relief requested in the Motion is in the best interests of the Debtors, their estates, their creditors and other parties in interest; and it appearing that proper and adequate notice of the Motion has been given and that no other or further notice is necessary; and after due deliberation thereon; and good and sufficient cause appearing therefor;

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number, are: Eastman Kodak Company (7150); Creo Manufacturing America LLC (4412); Eastman Kodak International Capital Company, Inc. (2341); Far East Development Ltd. (2300); FPC Inc. (9183); Kodak (Near East), Inc. (7936); Kodak Americas, Ltd. (6256); Kodak Aviation Leasing LLC (5224); Kodak Imaging Network, Inc. (4107); Kodak Philippines, Ltd. (7862); Kodak Portuguesa Limited (9171); Kodak Realty, Inc. (2045); Laser-Pacific Media Corporation (4617); NPEC Inc. (5677); Pakon, Inc. (3462); and Qualex Inc. (6019). The location of the Debtors’ corporate headquarters is: 343 State Street, Rochester, NY 14650.

² All capitalized terms used but otherwise not defined herein shall have the meanings set forth in the Motion.

IT IS HEREBY ORDERED THAT:

1. The Motion is GRANTED as set forth herein.
2. Pursuant to section 365 of the Bankruptcy Code and Bankruptcy Rule 6006, the Contract set forth on Exhibit 1 attached hereto is hereby rejected effective as of January 31, 2012.
3. The Counterparty shall have until the date fixed by this Court in these chapter 11 cases pursuant to Bankruptcy Rule 3003(c)(3) to file any and all claims for damages arising from the Debtors' rejection of the Contract.
4. Nothing in this Order shall impair, prejudice, waive or otherwise affect any rights of the Debtors and their estates to assert that any claims for damages arising from the Debtors' rejection of the Contract is limited to any remedies available under any applicable termination provisions of such Contract, or that any such claims are obligations of a third party, and not those of the Debtors or their estates.
5. The Debtors are authorized and empowered to take all actions necessary to implement the relief granted in this Order.
6. The requirements set forth in Local Rule 9013-1(b) are satisfied.
7. The requirements set forth in Bankruptcy Rule 6004(a) are satisfied.
8. This Order is immediately effective and enforceable, notwithstanding the possible applicability of Bankruptcy Rule 6004(h) or otherwise.
9. The requirements set forth in Bankruptcy Rules 6006 and 9014 are satisfied.

10. This Court retains jurisdiction with respect to all matters arising from or related to the enforcement of this Order.

New York, New York
Date: February [•], 2012

Allan L. Gropper
United States Bankruptcy Judge

EXHIBIT 1

Contract

<u>Counterparty</u>	<u>Contract</u>
CIM/H&H Media L.P., as successor-in-interest to TrizecHahn Hollywood LLC c/o KattenMuchinRosenman LLP Attention: Thomas Leanse, Esq. and Jessica Mickelsen, Esq. 2029 Century Park East, Suite 2600 Los Angeles, CA 90067-3012 Email: thomas.leanse@kattenlaw.com jessica.mickelsen@kattenlaw.com	Sponsorship Agreement, dated October 5, 2000, by and among TrizecHahn Hollywood LLC (“TH”), as amended by (a) letter agreements dated (i) December 7, 2000, (ii) December 20, 2000, and (iii) January 30, 2001, (b) that certain Amendment of Sponsorship Agreement, dated February 23, 2004, by and among TH and Kodak, and (c) that certain Second Amendment to Agreement, dated September 1, 2011, by and among CIM/H&H Media L.P., as successor-in-interest to TH

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

In re:

EASTMAN KODAK COMPANY, *et al.*,¹

Debtors.

)
) Chapter 11

)
) Case No. 12-10202 (ALG)

)
) (Jointly Administered)
)
)

**ORDER AUTHORIZING REJECTION OF CERTAIN
EXECUTORY CONTRACT *NUNC PRO TUNC* TO JANUARY 31, 2012**

Upon the motion (the “**Motion**”)² of Eastman Kodak Company, on behalf of itself and its affiliated debtors and debtors in possession in these chapter 11 cases (collectively, the “**Debtors**”), for entry of an order authorizing the Debtors to (a) reject the Contract effective as of January 31, 2012, and (b) take such actions as may be necessary to implement and effectuate the rejection of the Contract; and it appearing that this Court has jurisdiction to consider the Motion pursuant to 28 U.S.C. §§ 157 and 1334; and it appearing that venue of these chapter 11 cases and the Motion in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and it appearing that this matter is a core proceeding pursuant to 28 U.S.C. § 157(b); and this Court having determined that the relief requested in the Motion is in the best interests of the Debtors, their estates, their creditors and other parties in interest; and it appearing that proper and adequate notice of the Motion has been given and that no other or further notice is necessary; and after due

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number, are: Eastman Kodak Company (7150); Creo Manufacturing America LLC (4412); Eastman Kodak International Capital Company, Inc. (2341); Far East Development Ltd. (2300); FPC Inc. (9183); Kodak (Near East), Inc. (7936); Kodak Americas, Ltd. (6256); Kodak Aviation Leasing LLC (5224); Kodak Imaging Network, Inc. (4107); Kodak Philippines, Ltd. (7862); Kodak Portuguesa Limited (9171); Kodak Realty, Inc. (2045); Laser-Pacific Media Corporation (4617); NPEC Inc. (5677); Pakon, Inc. (3462); and Qualex Inc. (6019). The location of the Debtors’ corporate headquarters is: 343 State Street, Rochester, NY 14650.

² All capitalized terms used but otherwise not defined herein shall have the meanings set forth in the Motion.

deliberation thereon; and good and sufficient cause appearing therefor;

IT IS HEREBY ORDERED THAT:

1. The Motion is GRANTED as set forth herein.
2. Pursuant to section 365 of the Bankruptcy Code and Bankruptcy Rule 6006, the Contract set forth on Exhibit 1 is hereby rejected effective ~~as of January 31, 2012~~ **no later than the date hereof.**
3. **The Court finds that the Contract is executory in that there are material obligations on both parties to the Contract that are so far unperformed that the failure of either to complete performance would constitute a material breach excusing performance by the other. See, e.g., *In re 375 Park Ave. Assoc., Inc.*, 182 B.R. 690, 697-98 (Bankr. S.D.N.Y. 1995). The Debtors have exercised sound business judgment in the interest of the estate in rejecting the Contract. *COR Route 5 Co. v. The Penn Traffic Co. (In re Penn Traffic Co.)*, 524 F.3d 373 (2d Cir. 2008).**
4. The Counterparty shall have until the date fixed by this Court in these chapter 11 cases pursuant to Bankruptcy Rule 3003(c)(3) to file any and all claims for damages arising from the Debtors' rejection of the Contract, **or any request for payment of an alleged administrative expense in connection with the Contract. The effective date of the rejection of the Contract for the purpose of assessing damages is reserved for trial or resolution subsequent to the filing of a proof of claim.**
5. Nothing in this Order shall impair, prejudice, waive or otherwise affect any rights of the Debtors and their estates to assert that any claims for damages arising from the Debtors' rejection of the Contract are limited to any remedies available under any applicable termination provisions of such Contract, or that any such claims are obligations of a third party, and not those of the Debtors or their estates.

6. The Debtors **and the Counterparty** are authorized and empowered to take all actions necessary to implement the relief granted in this Order. **The Counterparty may but is not required to delay the removal of the signage associating the theatre with the Debtors, but any delay shall not delay the effective date of this order of rejection.**

7. The requirements set forth in Local Rule 9013-1(b) are satisfied.

8. The requirements set forth in Bankruptcy Rule 6004(a) are satisfied.

9. This Order is immediately effective and enforceable, notwithstanding the possible applicability of Bankruptcy Rule 6004(h) or otherwise.

10. The requirements set forth in Bankruptcy Rules 6006 and 9014 are satisfied.

11. This Court retains jurisdiction with respect to all matters arising from or related to the enforcement of this Order.

New York, New York
Date: February 15, 2012

/s/ Allan L. Gropper
UNITED STATES BANKRUPTCY JUDGE

EXHIBIT 1

Contract

<u>Counterparty</u>	<u>Contract</u>
CIM/H&H Media L.P., as successor-in-interest to TrizecHahn Hollywood LLC c/o KattenMuchinRosenman LLP Attention: Thomas Leanse, Esq. and Jessica Mickelsen, Esq. 2029 Century Park East, Suite 2600 Los Angeles, CA 90067-3012 Email: thomas.leanse@kattenlaw.com jessica.mickelsen@kattenlaw.com	Sponsorship Agreement, dated October 5, 2000, by and among TrizecHahn Hollywood LLC (“ <u>TH</u> ”), as amended by (a) letter agreements dated (i) December 7, 2000, (ii) December 20, 2000, and (iii) January 30, 2001, (b) that certain Amendment of Sponsorship Agreement, dated February 23, 2004, by and among TH and Kodak, and (c) that certain Second Amendment to Agreement, dated September 1, 2011, by and among CIM/H&H Media L.P., as successor-in-interest to TH

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Sunny Singh

*Proposed Attorneys for Debtors
and Debtors in Possession*

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

-----X	:	
	:	
In re	:	Chapter 11
	:	
DITECH HOLDING CORPORATION, <i>et al.</i>,	:	Case No. 19-[____] (____)
	:	
Debtors.¹	:	(Joint Administration Pending)
	:	
-----X	:	

**MOTION OF DEBTORS FOR INTERIM AND FINAL
ORDERS (I) AUTHORIZING DEBTORS TO CONTINUE
HONORING REVERSE ISSUER AND SERVICING OBLIGATIONS IN
THE ORDINARY COURSE AND GRANTING RELATED RELIEF,
(II) MODIFYING AUTOMATIC STAY ON A LIMITED BASIS TO FACILITATE
DEBTORS' ONGOING OPERATIONS, AND (III) SCHEDULING A FINAL HEARING**

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, as applicable, are Ditech Holding Corporation (0486); DF Insurance Agency LLC (6918); Ditech Financial LLC (5868); Green Tree Credit LLC (5864); Green Tree Credit Solutions LLC (1565); Green Tree Insurance Agency of Nevada, Inc. (7331); Green Tree Investment Holdings III LLC (1008); Green Tree Servicing Corp. (3552); Marix Servicing LLC (6101); Mortgage Asset Systems, LLC (8148); REO Management Solutions, LLC (7787); Reverse Mortgage Solutions, Inc. (2274); Walter Management Holding Company LLC (9818); and Walter Reverse Acquisition LLC (8837). The Debtors' principal offices are located at 1100 Virginia Drive, Suite 100, Fort Washington, Pennsylvania 19034.

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Exhibit A: Proposed Interim Order

Schedule 1: Ginnie Mae Assurance of Future Performance

Schedule 2: Fannie Mae Assurance of Future Performance

TO THE HONORABLE UNITED STATES BANKRUPTCY JUDGE:

Ditech Holding Corporation (f/k/a Walter Investment Management Corp.) and its debtor affiliates, as debtors and debtors in possession in the above-captioned chapter 11 cases (collectively, the “**Debtors**” or the “**Company**”), respectfully represent as follows in support of this motion (the “**Motion**”):

Preliminary Statement

1. Reverse Mortgage Solutions, Inc. (“**RMS**”), a debtor in these chapter 11 cases, primarily focuses on servicing and subservicing reverse mortgage loans, the majority of which are home equity conversion mortgages (“**HECMs**”) that are insured by the U.S. Department of Housing and Urban Development Federal Housing Administration (the “**FHA**”).² A HECM is a loan that allows homeowners to borrow money against the equity value of their homes. Unlike traditional home equity loans, HECMs are non-recourse loans without a fixed term with balances increasing over time as interest and other fees are added to the borrowers’ total obligations.

2. A reverse mortgage borrower typically is not required to remit monthly mortgage payments. Instead, the borrower receives cash in monthly installments, a lump sum or a line of credit up to a principal limit, which limit is calculated based on, among other things, the age of the borrower, the appraised value of the borrower’s home, and the loan interest rate. HECM loan borrowers must be age 62 or over and typically rely on the proceeds of such loan to fund their living expenses. Indeed, the average age of borrowers under the HECM loans in RMS’s portfolio is approximately seventy-five (75) years of age. The loans generally become due and payable when one of the following events of default occur: (i) the death of the borrower, (ii) the borrower

² The remaining portion of loans that RMS services are proprietary reverse mortgage loans developed by certain lenders that are not insured by FHA. Unless otherwise indicated, all references to “HECM,” “mortgage loan,” or “loan” are to reverse mortgage loans.

no longer utilizes the home as his or her principal residence, (iii) title to the property is transferred to a non-borrower, (iv) the borrower fails to meet other requirements of the loans, (e.g., paying property taxes, insurance, and homeowner's association fees), or (v) the end of a deferral period for an eligible non-borrowing spouse.³

3. Reverse mortgage loan servicing accounts for approximately 13% of the Debtors' revenue.⁴ RMS performs servicing for mortgage loans that fall into two categories: (i) mortgage loans that RMS owns or owns the mortgage servicing rights and (ii) mortgage loans for which RMS performs servicing and subservicing for third-party owners of loans. RMS performs mortgage servicing primarily in accordance with the FHA servicing guidelines (the "**FHA Servicing Guidelines**"), which impose numerous obligations on qualified servicers such as RMS.⁵ As of December 31, 2018, RMS serviced or subserviced approximately 88,000 loans with a total unpaid principal balance of approximately \$17.1 billion.

4. RMS sold virtually all of the loans that it originated to securitizations guaranteed by Ginnie Mae.⁶ RMS now serves as an issuer of mortgage-backed securities ("**MBS**")

³ The due and payable status of a HECM may be deferred after the death of the last surviving borrower if an eligible non-borrowing spouse occupies the property as a principal residence and meets certain other FHA requirements. *See* Mortgagee Letter 2015-10, available at https://www.hud.gov/program_offices/housing/sfh/hecm/hecmml.

⁴ Although RMS exited the reverse mortgage origination business in early 2017, RMS continues to have ongoing obligations in connection with mortgage loans that it originated, such as funding subsequent borrower draws.

⁵ The FHA Servicing Guidelines include regulations promulgated in Part 206 of Chapter 24 of the Code of Federal Regulations, HUD Handbook 4330.1, and various Mortgagee Letters available at https://www.hud.gov/program_offices/housing/sfh/hecm/hecmml.

⁶ As used herein, "**Ginnie Mae**" means the Government National Mortgage Association. Ginnie Mae is a federal corporation within FHA, a federal agency, that guarantees investors in the securitizations the timely payment on mortgage-backed securities backed by federally insured or guaranteed loans (e.g., loans insured by FHA, guaranteed by the Department of Veterans Affairs, or guaranteed the Department of Agriculture).

As used herein, "**Fannie Mae**" means the Federal National Mortgage Association. Fannie Mae is a government-sponsored enterprise chartered by Congress that buys and securitizes mortgage loans originated by mortgage lenders, thereby enabling such lenders quick access to liquidity fueled by market demand for residential mortgage backed securities.

in connection with such securitizations in accordance with the Ginnie Mae securitization guide (the “**Ginnie Mae Guide**”),⁷ and those certain Master Servicing Agreements, dated as of March 6, 2014 (together with all Guarantee Agreements, MBS prospectus documents, cross default agreements, escrow agreements, Tri-Party agreement, corporate guaranty, acknowledgement agreement, supplements, addendums, amendments, and related agreements, the “**Ginnie Mae Servicing Agreements**” and, together with the Ginnie Mae Guide, the “**Ginnie Mae Agreements**”). Similar to the FHA Servicing Guidelines, the Ginnie Mae Agreements impose substantial obligations on qualified issuers of MBS such as RMS. RMS periodically issues securitizations to finance subsequent borrower draws and other amounts.

5. Any disruptions to RMS’s ability to perform under and comply with the FHA Servicing Guidelines and the Ginnie Mae Guide in the ordinary course—whether as an issuer of Ginnie Mae guaranteed securitizations or as a servicer—could lead to a catastrophic loss of value for the Debtors’ estates, major disruption in the reverse mortgage securitization market, and a temporary loss of income for thousands of reverse mortgage borrowers, most of whom are senior citizens relying on such loan payments for essential living and medical expenses.

6. Furthermore, if RMS fails to comply with the FHA Servicing Guidelines, it could face the possible termination of its servicing rights without compensation, which include the right to receive reimbursements from FHA. Such termination could result in the loss of future servicing fees, cause the loss of reimbursement of servicing advances by FHA to RMS of approximately \$68 million, and create substantial harm to the Debtors’ estates. Similarly, a failure to comply with the Ginnie Mae Guide may result in a default subject to the terms and conditions

⁷ The Ginnie Mae Guide is available at https://www.ginniemae.gov/issuers/program_guidelines/Pages/mostrecentapms.aspx.

of that certain Cross-Default Agreement, dated as of July 17, 2015 (the “**Cross-Default Agreement**”), pursuant to which the interests of both RMS and Ditech in the applicable underlying reverse and forward mortgage portfolios could be extinguished without compensation or any rights of reimbursement, and a default subject to the terms and conditions of Ginnie Mae Servicing Agreements.

7. As a servicer and subservicer of Fannie Mae owned loans (collectively, the “**Fannie Mae Loans**”),⁸ RMS must comply with the Fannie Mae Mortgage Selling and Servicing Contract, which includes that certain Servicing Guide: Fannie Mae Single Family and that certain Fannie Mae Reverse Mortgage Loan Servicing Manual (collectively, the “**Fannie Mae Servicing Guides**”), and RMS’s obligations thereunder are secured pursuant to that certain Pledge and Security Agreement dated as of December 19, 2014 (the “**Fannie Mae Pledge Agreement**” and together with the Fannie Mae Mortgage Selling and Servicing Contract and the Fannie Mae Servicing Guides, together with all supplements, addendums, amendments, and related agreements, the “**Fannie Mae Agreements**”). The Fannie Mae Agreements generally provide that Fannie Mae can terminate servicers either at will or for cause, among other reasons. Accordingly, if RMS does not honor its servicing or subservicing obligations with respect to the Fannie Mae loans, Fannie Mae may take the position that it has the right to unilaterally terminate RMS’s servicing and/or subservicing rights, which could result in the loss of a significant portion of the Debtors’ revenue.

8. Further, if the relief requested is not granted, the Debtors will not be able to secure debtor in possession financing and administer these chapter 11 cases. Approval of this

⁸ In addition to servicing and subservicing Fannie Mae Loans, RMS also acts as the REO property manager for HECMs guaranteed by Fannie Mae and held in the Mortgage Equity Conversion Asset Trust 2011-1 (the “**MECA**”) and is responsible for, among other things, disposition of the related REO properties and remitting the sale proceeds (the “**MECA REO Sale Proceeds**”) to the servicer under the MECA.

Motion and the ability to comply with and remain an approved servicer and subservicer with Ginnie Mae and Fannie Mae are conditions to the debtor in possession financing.

9. It is imperative that the Debtors be permitted to continue to operate their business in the ordinary course of business without interruption. If the relief requested herein is not granted, the Debtors' ability to administer their chapter 11 cases would be jeopardized. The Debtors believe that the relief requested herein will preserve the value-maximizing reorganization transaction contemplated by the Restructuring Support Agreement (as defined herein).

Background

10. On the date hereof (the "**Commencement Date**"), the Debtors each commenced with this Court a voluntary case under chapter 11 of title 11 of the United States Code (the "**Bankruptcy Code**"). The Debtors are authorized to continue to operate their business and manage their properties as debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code. No trustee, examiner, or statutory committee of creditors has been appointed in these chapter 11 cases.

11. Contemporaneously herewith, the Debtors have filed a motion requesting joint administration of their chapter 11 cases pursuant to Rule 1015(b) of the Federal Rules of Bankruptcy Procedure (the "**Bankruptcy Rules**").

12. The Debtors commenced these chapter 11 cases on a prearranged basis with the support of more than 75% of their term loan lenders, who have committed to support a value-maximizing chapter 11 plan that contemplates a debt-to-equity recapitalization transaction and provides for the simultaneous marketing of all or substantially all of the Debtors' assets to the extent such sale represents a higher or better value than the recapitalization transaction. Consistent with their obligations under that certain Restructuring Support Agreement, dated as of February 8, 2019 (the "**Restructuring Support Agreement**"), the Debtors intend to file a

proposed plan of reorganization shortly hereafter and will seek to emerge from chapter 11 on an expedited timeframe.

13. Additional information regarding the Debtors' business, capital structure, and the circumstances leading to the commencement of these chapter 11 cases is set forth in the *Declaration of Gerald A. Lombardo Pursuant to Rule 1007-2 of the Local Bankruptcy Rules for the Southern District of New York*, sworn to on the date hereof (the "**Lombardo Declaration**"),⁹ which has been filed with the Court contemporaneously herewith and is incorporated herein by reference.

Jurisdiction

14. The Court has jurisdiction to consider this matter pursuant to 28 U.S.C. §§ 157 and 1334, and the Amended Standing Order of Reference M-431, dated January 31, 2012 (Preska, C.J.). This is a core proceeding pursuant to 28 U.S.C. § 157(b). Venue is proper before the Court pursuant to 28 U.S.C. §§ 1408 and 1409.

Relief Requested

15. Through this Motion, pursuant to sections 105(a), 362, 363(c), 363(f) 364(d), 1107(a), and 1108 of the Bankruptcy Code and Bankruptcy Rules 4001, 6003, and 6004, the Debtors seek authority, but not direction, to continue in the ordinary course of business and consistent with past practices, to:

- a. (i) honor and fund the Ginnie Mae Buyout Obligations, (ii) continue their securitization activities, (iii) honor the Ginnie Mae Agreements; and (iv) remit the Ginnie Mae Commitment Fee, the Ginnie Mae Guaranty Fee, amounts due from Borrower Paydown (each as defined herein), and certain administrative fees arising from RMS's securitization activities;
- b. (i) honor the Servicing Obligations, including by continuing to perform under the Fannie Mae Agreements and honor their obligations under the

⁹ Capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed to such terms in the Lombardo Declaration.

MECA, (ii) honor and pay the Curtailment Obligations, (iii) collect and securitize the Servicing Fees, and (iv) remit the Servicer Advances (each as defined herein);

- c. continue assignment and claim reimbursement activities;
- d. continue to employ and pay prepetition claims of the Critical Vendors (as defined herein);
- e. continue honoring RMS's indemnification obligations to FHA in connection with defective loans;
- f. fulfill compliance and regulatory obligations; and
- g. provide assurances of future performance to Ginnie Mae and Fannie Mae.

16. In addition, the Debtors request that the Court enter a standing order modifying the automatic stay in connection with foreclosure and eviction proceedings.

17. A proposed form of order granting the relief requested herein on an interim basis is annexed hereto as **Exhibit A** (the "**Proposed Interim Order**").

I.

Overview of RMS's Obligations As MBS Issuer and Loan Servicer

A. RMS's Obligations as MBS Issuer

1. Ginnie Mae Buyouts

18. Unlike Fannie Mae or Freddie Mac, Ginnie Mae does not issue, sell, or buy MBS, nor does it purchase mortgage loans. Instead, Ginnie Mae guarantees MBS secured by mortgage loans that have been pooled and securitized by RMS as an approved issuer. Specifically, Ginnie Mae guarantees RMS's timely payment of interest and repayment of RMS-issued MBS.

19. As mentioned above, RMS has ongoing obligations (the "**Ginnie Mae Buyout Obligations**") as an issuer in connection with its previously securitized loans. Such obligations include, among other things, repurchasing loans in accordance with the requirements of the Ginnie Mae Guide and the Ginnie Mae Agreements. The Ginnie Mae Agreements require RMS to repurchase mortgage loans when the loans reach ninety-eight percent (98%) of the

maximum FHA claim amount (the “MCA”), which is generally the lesser of appraised value of the underlying property or the maximum principal amount for a one-unit dwelling that FHA can lawfully insure for forward mortgages in the geographical area as provided by Section 203(b)(2) of the National Housing Act.¹⁰ Upon repurchasing mortgage loans that reach ninety-eight percent (98%) of MCA, RMS is repaid in one of three ways: (i) a borrower (or the borrower’s heir) pays RMS the total amount owed under the mortgage loan, (ii) if the loan is a performing loan (*i.e.*, a loan that is not in default), FHA reimburses RMS upon RMS’s filing of an assignment claim for such loan to FHA, or (iii) if the loan is a defaulted loan, RMS liquidates the loan and seeks reimbursement from FHA to the extent the liquidation proceeds do not satisfy the total obligations owed under the loan. RMS’s Ginnie Mae Buyout Obligations are between approximately \$169 million and \$183 million each month.

2. Securitization Activities and Payments Related Thereto

20. When borrowers make subsequent draws on their loans, RMS securitizes such draws into pools that are referred to as “tail securitizations.” In addition to securitizing the amount of borrower draws in each tail securitization, RMS securitizes mortgage insurance premiums, Servicing Fees, vendor payments, and interest payments that RMS makes on behalf of the borrowers or accrues to the loan. RMS securitizes approximately \$16 million to \$26 million in new tail securitizations on a monthly basis.

21. RMS is required to remit various fees to Ginnie Mae in connection with the aforementioned securitization activities. First, RMS must obtain authority from Ginnie Mae to issue up to an authorized dollar amount of securities at any given point in time. RMS typically

¹⁰ RMS also subservices loans in private securitizations (*i.e.*, securitizations that are not guaranteed by Ginnie Mae).

requests such authority annually or semi-annually. In connection with each application, RMS remits a commitment fee (the “**Ginnie Mae Commitment Fee**”) based on the amount of the requested commitment. The Ginnie Mae Commitment Fee is automatically deducted from RMS’s account at the time RMS’s application is processed. RMS estimates that the Ginnie Mae Commitment Fees for 2019 will be approximately \$60,000.

22. Second, RMS is required to pay Ginnie Mae a guaranty fee (the “**Ginnie Mae Guaranty Fee**”) on account of each security for which RMS is the issuer of record. The Ginnie Mae Guaranty Fee is computed by multiplying the aggregate principal balance of the guaranteed securities outstanding at the beginning of the monthly reporting period by the applicable annual rate divided by twelve (12). RMS remits approximately \$360,000 in Ginnie Mae Guaranty Fees on a monthly basis.

23. Third, RMS must pay certain administrative fees to two (2) Ginnie Mae-approved document custodians. Such document custodians (i) review the loan documentation submitted by RMS in connection with its securitizations, (ii) certify to Ginnie Mae that the loan documentation accurately represents the mortgages placed in such custodians’ control, and (iii) maintain control of the loan documents over the life of the loan. Following the custodians’ certification to Ginnie Mae, RMS delivers the securities to a settlement agent. If a document custodian determines that RMS submitted an incomplete loan package, RMS must also pay fees to post letters of credit in accordance with the Ginnie Mae Agreements. RMS remits between approximately \$40,000 in such administrative fees on a monthly basis.

24. RMS is required to remit the loan collections amounts related to the loans that RMS has securitized to the MBS investors.¹¹ Such amounts include borrower pay-offs, partial

¹¹ RMS is also required remit Borrower Paydowns on account of loans that are not securitized.

pay-downs, proceeds from the sale of REO Property (as defined herein), and claim payments (collectively, the “**Borrower Paydowns**”). RMS remits approximately \$200 million of Borrower Paydowns on a monthly basis.

25. RMS’s failure to honor the Ginnie Mae Buyout Obligations and remit the aforementioned fees and Borrower Paydowns could result in a default under the Ginnie Mae Agreements, which could lead to RMS’s loss of its status as an approved issuer. A failure to honor such obligations may result in a default subject to the terms and conditions of the Cross-Default Agreement, which would have a detrimental effect on the Debtors’ estates.

26. Accordingly, the Debtors seek authority, but not direction, to (i) honor and fund the Ginnie Mae Buyout Obligations, (ii) continue their securitizing activities, (iii) honor the Ginnie Mae Agreements; and (iv) remit the Ginnie Mae Commitment Fee, the Ginnie Mae Guaranty Fee, amounts due from Borrower Paydowns, and certain administrative fees arising from RMS’s securitization activities, in each case, in the ordinary course of business and consistent with past practices.

B. RMS’s Obligations as Loan Servicer

27. RMS is obligated to perform a variety of servicing functions in its capacity as servicer and subservicer. Such servicing functions differ depending on whether the loan is performing or whether the loan is in default.

1. Servicing Obligations In Connection With Performing Loans

28. When borrowers comply with the terms of their loan agreements, the underlying loans are characterized as performing loans. RMS’s servicing obligations in connection with such loans include (i) funding scheduled and unscheduled borrower draws, (ii) funding FHA mortgage insurance premiums; (iii) corresponding with borrowers regarding the status of their loans, (iv) monitoring and disbursing borrower’s insurance loss draft funds,

(v) monitoring borrowers' timely payment of taxes and homeowner's insurance, (vi) monitoring borrowers' compliance with certain occupancy requirements, (vii) making other servicer advances, which are fully reimbursable from third-party investors, in accordance with the applicable servicing agreements, and (viii) remediating errors or lack of compliance with laws or regulations (collectively, the "**Performing Loan Servicing Obligations**"). With respect to (i) above, RMS, in its role as servicer, funds on a monthly basis approximately \$4 million on account of scheduled borrower draws and approximately \$16 million on account of unscheduled borrower draws. In connection with loans that RMS subservices, RMS receives cash to fund scheduled and unscheduled borrower draws directly from third-party owners of such loans.

29. At any given point in time, the borrower on a performing loan may sell the mortgaged property for at least the lesser of the outstanding loan balance or the appraised value and remit the proceeds to RMS.

30. RMS must perform the Performing Loan Servicing Obligations in accordance with the requirements set forth by FHA in the FHA Servicing Guidelines and by Fannie Mae under the Fannie Mae Agreements. A failure to comply with the FHA Servicing Guidelines or the Fannie Mae Agreements, as applicable, may lead to a termination of RMS's servicing rights without compensation (which could include the loss of RMS's right to receive reimbursements from FHA, Fannie Mae or other third-party investors on account of RMS's advances) and a possible transfer of RMS's servicing rights to a third-party servicer and could trigger defaults under Ditech Financial LLC's obligations as a servicer of securitized loans that are Ginnie Mae guaranteed. A failure to honor such obligations may result in a default subject to the terms and conditions of the Cross-Default Agreement, which would have a detrimental effect on the Debtors'

estates. Accordingly, the Debtors request authority to honor the Performing Loan Servicing Obligations in the ordinary course of business and consistent with past practices.

2. Servicing Obligations In Connection With Non-Performing Loans

31. A substantial portion of RMS's servicing activities arise in connection with loans that are in default (*i.e.*, non-performing loans). Such obligations differ based upon whether defaults can be cured by borrowers and may include (i) entering into, and performing under, existing repayment plans, and (ii) engaging in foreclosure activities (collectively, the "**Default Servicing Obligations**") and together with the Performing Loan Servicing Obligations, the "**Servicing Obligations**"). RMS generally assists borrowers in their efforts to cure defaults. For example, if a default arises from a borrower's failure to occupy the mortgaged property, RMS typically provides the borrower up to twelve (12) months to cure such default by resuming occupancy of the property. Moreover, if a default arises from a borrower's failure to remit the requisite tax payments or homeowner's insurance premiums to the relevant third parties, RMS remits such payments on the borrower's behalf and provides the borrower with an opportunity to repay RMS through an FHA defined repayment plan.

32. In most instances, however, defaults are not cured (especially as the most common form of default is the death of the last surviving borrower). In those cases, FHA regulations, handbooks, and mortgagee letters (collectively, the "**FHA Guidelines**") provide the borrower or the borrower's heirs the option to (i) pay off the outstanding loan balance, (ii) sell the mortgaged property for at least 95% of the appraised value and remit the proceeds to RMS, or (iii) provide RMS with a deed in lieu of foreclosure, which conveys the borrower's title in the mortgaged property to RMS. If a loan is not paid off in one of these three ways, RMS forecloses on the mortgaged property to satisfy the outstanding loan obligations. RMS forecloses on approximately fifty-six percent (56%) of defaulted loans in its servicing portfolio.

a. Foreclosure Sales

33. Upon commencing the foreclosure process, RMS notifies borrowers of its intent to foreclose and carries out the foreclosure in accordance with the laws of the jurisdiction in which the property is located. Counsel retained by RMS typically requests or schedules a foreclosure sale date, attends a foreclosure sale (the “**Foreclosure Sale**”), and enters a bid based on instructions provided by RMS and in accordance with the FHA Guidelines. The property is subsequently transferred to the winning bidder through a foreclosure deed that is executed and recorded with the county recorder’s office. If the property is sold to a third party at a Foreclosure Sale, RMS obtains funds from the successful third-party buyer before the foreclosure deed is issued.

b. REO Property Preservation and Disposition

34. To the extent that foreclosed properties are not sold to third parties at Foreclosure Sales and RMS is the successful bidder at the Foreclosure Sale, RMS may market and sells such property (commonly referred to as real estate owned property (collectively, “**REO Property**”)) with the assistance of real estate brokers.¹² Until REO Property is marketed and sold by RMS to third parties, REO Management Solutions, LLC (“**REO Management**”), a wholly owned Debtor subsidiary of RMS, maintains the REO Property through paying applicable taxes, insurance, homeowner’s association fees, and property maintenance expenses. Such payment amounts are added to the total debt of the applicable loan and ultimately submitted to FHA for reimbursement when the property is finally sold or at the end of the FHA allowable liquidation timeframe. To the extent that the REO Property is owned by a third-party investor, RMS remits

¹² Once a property is foreclosed upon, the title vests in the owner of the loan and the owner, in turn, markets and sells the property. In most instances, however, the servicing agreements between RMS and loan owners provide that the servicer is responsible for marketing and selling the property on behalf of the owner.

the net proceeds from the sale of the REO Property to the third-party investor and submits an FHA claim on behalf of such owner.¹³ In certain circumstances, REO Management is retained exclusively to manage and liquidate REO Property owned and serviced by third-parties. In these instances, REO Management remits the net proceeds from the sale of the REO Property to the third-party investor and remits documentation to support an FHA Claim to the third party servicer.

35. In conjunction with consummating a sale of a REO Property to a third party, RMS is required to deliver marketable and insurable title. In light of the commencement of these chapter 11 cases, certain title insurance companies, escrow agents, and related third parties may refuse to insure REO Properties, pass clear title to third-party purchasers, or otherwise perform functions necessary to facilitate the sale of the REO Property absent a Court order confirming RMS's authority to sell REO Property in the ordinary course of business. If RMS is unable to sell REO Property due to an inability to deliver marketable and insurable title to third-party purchasers, such third-party purchasers may refuse to proceed with sale closings, which would significantly impair RMS's revenues and ability to repay the lenders under the Debtors' DIP Facility. Moreover, the value of REO Property becomes increasingly uncertain the longer such property remains on the market. Thus, any delay to the sale of REO Property can lead to significant purchase price reductions. To avoid substantial harm to the Debtors' estates, RMS must be able to provide title insurance companies, escrow agents, and related third parties with assurances that RMS can obtain and deliver marketable and insurable title without disruption. Accordingly, the Debtors seek authority to continue selling, in their capacities as owners and/or servicers of loans, REO Property (i) on an "as is where is" basis and without any representation and warranties except

¹³ If REO Property relates to a HECM that has not been fully liquidated from a Ginnie Mac-guaranteed MBS, the REO Property is not owned by a third-party investor and the sale proceeds are remitted to the MBS investor.

for title, in the ordinary course of business, in their discretion and subject to their business judgment, and consistent with past practices, and (ii) free and clear of any and all liens and encumbrances (a) under section 363(f) of the Bankruptcy Code to the extent the Debtors own the REO Property, and (b) to the extent permitted pursuant to applicable non-bankruptcy law for REO property owned by third parties.

36. RMS must perform the Default Servicing Obligations in accordance with the requirements set forth by FHA in the FHA Servicing Guidelines. As previously mentioned, a failure to comply with the FHA Servicing Guidelines and the Fannie Mae Agreements may lead to a termination of RMS's servicing rights without compensation and a possible transfer of RMS's servicing rights to a third-party servicer. Such a result would substantially harm the value of the Debtors' loan servicing operations and negatively impact the Debtors' estates, creditors, and parties in interest. A failure to honor such obligations may result in a default subject to the terms and conditions of the Cross-Default Agreement, which would have a detrimental effect on the Debtors' estates. Accordingly, the Debtors request authority to honor the Default Servicing Obligations in the ordinary course of business and consistent with past practices.

3. Curtailment

37. Debenture interest payable under FHA mortgage insurance contracts accrues on the total debt of a loan after it is deemed "due and payable" until a claim on account of such loan is reimbursed by FHA. Failure to meet any of the processing deadlines during the default, foreclosure, and claim cycles, may stop the accrual of debenture interest otherwise payable under an FHA claim. When such failure occurs, RMS is obligated to make the third-party investor or servicer whole for interest curtailed by FHA (the "**Curtailment Obligations**"). In certain instances, including with respect to the Fannie Mae Loans, failure to honor the Curtailment Obligations could lead to the termination of RMS's servicing rights without compensation and a

possible transfer of RMS's servicing rights to a third-party servicer. To avoid this irreparable harm, the Debtors request authority, but not direction, to honor and pay the pre-and postpetition Curtailment Obligations in the ordinary course of business and consistent with past practices.

4. Servicing Fees

38. RMS earns servicing fees in connection with the Performing Loan Servicing Obligations and the Default Servicing Obligations. Such fees are either (i) equal to a specified percentage of the unpaid principal balance of the loans being serviced or (ii) a flat fee. In certain circumstances, RMS's fees also include interest income earned on the interest rate spread on securitized loans (the fees described herein are collectively referred to as the "**Servicing Fees**"). The Servicing Fees (excluding the fees described in (i)) are added to or are part of the borrowers' loan balances and may be eligible to be subsequently securitized by RMS. RMS accrues approximately \$2.1 million in Servicing Fees on a monthly basis.

5. Servicer Advances

39. In connection with the Servicing Obligations, RMS must fund certain advances to protect and preserve the value of the underlying collateral. With respect to non-performing loans, a failure to fund such advances may lead to the imposition of tax liens on the mortgaged property, which would significantly hinder RMS's ability to liquidate the property through Foreclosure Sales or subsequent dispositions. The various advances remitted by RMS include the following:

- a. tax payments and home insurance premiums (the "**T&I Advances**");
- b. home owners association dues in super-lien states;
- c. fees and expenses to various servicing vendors (*e.g.*, property inspectors and maintenance contractors);
- d. fees and expenses associated with enforcement or judicial proceedings, including foreclosures, bankruptcies, evictions, or litigation actions; and

- e. costs to preserve foreclosed property prior to liquidation (items (a) through (e) collectively and with other similar payments, the “**Servicer Advances**”).

40. The Servicer Advances are added to the applicable loan balances and are generally reimbursed by FHA when RMS submits a claim for reimbursement. When performing Servicing Obligations as a servicer, RMS funds the Servicer Advances. When performing the Servicing Obligations as a subservicer, RMS receives the Servicer Advances from third-party investors of loans before remitting such funds to the requisite third parties. RMS remits approximately \$12 million in Servicer Advances on a monthly basis in connection with its servicing and subservicing activities.

41. Accordingly, the Debtors seek authority, but not direction, to (i) honor the Servicing Obligations, including by continuing to perform under the Fannie Mae Agreements and honor their obligations under the MECA, (ii) honor and pay the Curtailment Obligations, (iii) collect and securitize the Servicing Fees in accordance with the Ginnie Mae Agreements, and (iv) remit the Servicer Advances, in each case, in the ordinary course of business and consistent with past practices.

C. FHA Claims Process

42. RMS is entitled to submit claims for the assignment of performing loans and the reimbursement of Servicer Advances and various other expenses with FHA depending on whether the loans are performing or non-performing. RMS is required to submit these claims for all loans that it services and subservices. When RMS submits a claim for loans owned by third-party investors, FHA either remits the claim payment (a) directly to the third-party investors or (b) to RMS who subsequently remits the claim payment to the applicable third-party investors.

1. Performing Loan Claims

43. When a performing loan reaches ninety-eight percent (98%) of MCA, RMS may file a claim with FHA to assign the loan to FHA and receive up to one-hundred percent (100%) of the MCA. For FHA to approve the loan assignment, RMS must submit documentation and evidence that a given loan is meeting all of FHA's performance requirements. Such requirements include: (i) loan documents evidencing title free from defects, (ii) confirmation from taxing authorities that all tax payments are current, (iii) confirmation from insurance carriers that all insurance policies remain in effect and the relevant premiums have been paid, (iv) a certificate reflecting that home owners association dues (where applicable) are current, (v) evidence of death of any deceased co-borrower, and (vi) inspection certificates for any required repairs during the life of the loan. Failure to meet any of the aforementioned requirements can impact the timing of FHA's approval of the loan assignment and claim payment. The claims submission process takes, on average, six (6) months.

44. Accordingly, the Debtors seek authority, but not direction, to submit loans for assignment and execute the applicable documentation in connection therewith and seek claim payments from FHA in the ordinary course of business consistent with past practices.

2. Non-Performing Loan Claims

45. FHA requires the loan owner to service all defaulted loans, a process that can take several years between default and ultimate liquidation. As previously mentioned, the majority of defaulted loans in RMS's portfolio result in foreclosure and, to the extent that foreclosed properties are not sold to third parties through Foreclosure Sales, the properties become

REO Properties and are liquidated through sales facilitated by RMS.¹⁴ With respect to REO Property, RMS submits a reimbursement claim to FHA. FHA typically reimburses RMS following a comprehensive due diligence process.

46. The ultimate amount reimbursed by FHA depends on the timing of the sale. If RMS sells REO Property within six (6) months of acquiring the property by foreclosure or deed in lieu of foreclosure, or such additional time as provided by FHA, FHA reimburses RMS the difference between the outstanding loan balance and the purchase price of the property, including qualifying Servicer Advances. If RMS sells REO Property after six (6) months of acquiring the property, FHA reimburses RMS the difference between the outstanding loan balance and the appraised value of the underlying property, but includes only qualifying Servicer Advances paid within six (6) months of acquiring the property.¹⁵ Due to the potential for differential recovery, avoiding disruptions and delays in the REO Property sales process is essential to RMS's ability to recover one-hundred percent (100%) of the qualifying Servicer Advances.

47. Accordingly, the Debtors seek authority, but not direction, to continue submitting reimbursement claims to FHA in the ordinary course of business and consistent with past practices.

D. Critical Vendors

48. In connection with its general corporate and servicing and subservicing activities, RMS utilizes the services of numerous third-party vendors, service providers, and

¹⁴ RMS does not facilitate the liquidation of REO Property that results from Fannie Mae owned defaulted loans. Fannie Mae conducts its own marketing and sales for such property. However, RMS handles disposition of REO Property for HECMs in the MECA.

¹⁵ In such circumstances, the appraisal value equals the value of an appraisal that is (i) no older than one-hundred and twenty (120) days at the end of marketable title and (ii) provided by an FHA approved appraiser.

professionals that are critical to operations (collectively, “**Critical RMS Vendors**”). The Critical RMS Vendors perform a variety of necessary functions, including:

- a. Critical General Support Services: RMS relies on third-party vendors to (i) maintain the technology used to perform their loan servicing processes, (ii) operate call routing technology, which is used to route in excess of 15,000 customer calls per month and to direct workflow to service loans, (iii) manage loan records by facilitating efficient access to information relating to foreclosures, lien releases, and loss mitigation activities, (iv) provide title services, such as performing title searches, (v) package and securely deliver loan documents, and (vi) maintain customer correspondence through coordinating over 120,000 mailings to borrowers each month regarding loan balances, legal and regulatory notifications, and loss mitigation and foreclosure communications.
- b. Business Process Outsourcing: RMS outsources a significant portion of its Servicing Obligations to companies that are able to provide technology, labor, and expertise on a more cost-effective basis than if RMS were to perform such activities in-house. Provision of services by these companies is a critical component of cost-structure for RMS’s servicing business.
- c. Legal and Compliance Advisory Services: RMS utilizes third-party services and tools to maintain compliance with state and federal regulations supporting fees, loan products, and licensing. Without this support, RMS risks violating such regulations and incurring penalties, which may include significant fines imposed by regulatory authorities.
- d. Loan Liquidation Vendors: RMS employs various professionals, including attorneys, appraisers, field service companies, realtors, and title companies, to meet the HECM servicing requirements imposed by FHA. RMS’s performance of these activities is required pursuant to the Ginnie Mae Guide, FHA Servicing Guidelines, FHA regulations and HECM Mortgagee Letters¹⁶ to preserve property values and maximize the proceeds from the liquidation of the properties (collectively, the “**Loan Liquidation Vendors**”).¹⁷

49. Expenses for the vendors included in categories (a) through (c) above are paid directly by the Debtors and are generally part of RMS’s corporate overhead. Vendors

¹⁶ The HECM Mortgagee Letters are available at https://www.hud.gov/program_offices/housing/sfh/hecm/hecmml.

¹⁷ Substantially all payments made to Loan Liquidation Vendors are submitted to FHA for reimbursement.

included in category (d), however, generally constitute Servicing Advances that are either prefunded by third-party investors or subject to reimbursement by FHA.

50. Employing these specialized vendors is more cost-effective than performing such activities in-house; indeed, replacing certain of these vendors would not only be difficult and disruptive, but cost-prohibitive as well. The Debtors have developed long-standing relationships with these vendors, which has enabled the Debtors to negotiate favorable pricing, credit terms, and priority scheduling. Any failure to timely honor the Debtors' prepetition obligations to the Critical RMS Vendors could jeopardize these relationships, and any interruption of their services for even a short period of time would impair the Debtors' business operations and the value of these businesses.

51. In light of the above, through this Motion and the Ditech OCB Motion, filed contemporaneously herewith, the Debtors request authority, but not direction, to continue to employ and pay the prepetition obligations of, in the Debtors' sole discretion, the Critical RMS Vendors and the Critical Ditech Vendors (as defined in the Ditech OCB Motion) (collectively, the "**Critical Vendors**"). The Debtors estimate that as of the Commencement Date, **approximately \$52.5 million** in aggregate payments remain outstanding to the Critical Vendors. Subject to Court approval, the Debtors seek to pay (a) up to **approximately \$35 million** of such prepetition amounts to Critical Vendors during the first thirty (30) days of these chapter 11 cases, of which the Debtors expect **approximately \$30.6 million** will either be prefunded or reimbursed to the Debtors and (b) up to **approximately \$40 million** (inclusive of the interim amounts) of such prepetition amounts to Critical Vendors on a final basis. Without the requested relief, the Critical Vendors may refuse to continue providing services to the Debtors postpetition or may impose unfavorable trade terms, such as cash in advance requirements, security deposits,

and/or restrictive trade credit and the Debtors may be in violation of the applicable servicing agreements.

52. The Debtors propose to condition payment of the prepetition claims of Critical Vendors on the agreement of individual Critical Vendors to continue providing products and/or services to the Debtors pursuant to the parties' customary trade terms, practices, and programs (including credit limits, pricing, timing of payments, allowance, normal availability, and other applicable terms and programs) under which such Critical Vendors provided products and/or services to the Debtors prior to the Commencement Date (such terms, the "**Customary Trade Terms**"), or pursuant to such other trade practices and programs that are acceptable to the Debtors. Payment of a prepetition claim to any individual Critical Vendor shall be subject to the advance review and approval of the chief financial officer of the Company in consultation with the Debtors' management and AlixPartners LLP. The Debtors reserve the right to negotiate new trade terms with any Critical Vendor as a condition to payment of any prepetition claim.

53. If a Critical Vendor refuses to supply products and/or services to the Debtors on Customary Trade Terms (or such other terms as are agreed by the parties) following receipt of full or partial payment on its prepetition claim, the Debtors hereby seek authority, in their sole discretion and without further order of the Court, (i) to declare that any payments made to a Critical Vendor on account of such claim be deemed to have been in payment of then-outstanding (or subsequently accruing) postpetition claims of the Critical Vendor without further order of the Court or action by any person or entity and (ii) to take actions to recover or seek disgorgement of any payment made to such Critical Vendor on account of its prepetition claim to the extent that the payments exceeded the postpetition claims of the Critical Vendor, without

giving effect to any rights of setoff, recoupment, claims, provision for payment of reclamation or trust fund claims, or other defense.

54. Promptly after entry of the Proposed Interim Order and weekly thereafter, the Debtors propose to provide counsel for any statutory committee appointed in these chapter 11 cases and the Office of the United States Trustee for the Southern District of New York with a schedule of all payments made to the Critical Vendors on account of prepetition claims in accordance with the terms of the Proposed Interim Order, which shall include the name and address of the Critical Vendor and the amount and date of the payment.

E. Funding Ginnie Mae Buyout Obligations and Servicer Advances

55. RMS finances the Ginnie Mae Buyout Obligations and the Servicer Advances with cash borrowed under that certain (i) Master Repurchase Agreement, dated as of April 23, 2018, by and among Barclays Bank PLC, as purchase agent and RMS, as seller and (ii) Second Amended and Restated Master Repurchase Agreement, dated as of November 30, 2017 and effective as of December 5, 2018, between Credit Suisse First Boston Mortgage Capital LLC, as administrative agent, Credit Suisse AG, as committed buyer, Alpine Securitization Ltd, as buyer, Barclays Bank PLC, as a committed buyer and RMS, as seller, RMS REO CS, LLC, and RMS REO BRC, LLC (collectively, as amended, the “**Prepetition MRAs**” and such buyers, the “**Warehouse Lenders**”). The Prepetition MRAs have an advance rate between eighty percent (80%) and eighty-five percent (85%) with respect to non-performing loans and between eighty-five percent (85%) and ninety percent (90%) with respect to performing loans, meaning that RMS can finance between eighty percent (80%) to ninety percent (90%) of the market value of the loan balance and must fund the remaining ten percent (10%) to twenty percent (20%) (referred to as a “haircut”) with balance sheet cash. RMS repays outstanding amounts owed under the Prepetition

MRAs with claim proceeds received from FHA, liquidation proceeds from the sale of REO Property, or when borrowers (or borrowers' heirs) repay their outstanding loan balance.¹⁸

56. Contemporaneously herewith, the Debtors filed a motion (the "**DIP Motion**") seeking authority to, among other things, obtain up to \$1.9 billion in warehouse financing and to obtain access to \$1.9 billion in hedging capacity (the "**DIP Facility**"), that will refinance and replace the Prepetition MRAs.

F. Indemnification Obligations

57. RMS continues to have ongoing indemnification obligations pursuant to the FHA Servicing Guidelines in connection with the loans that it originated prior to exiting the reverse mortgage loan origination business in early 2017. When a loan defect has been identified and reported to FHA, FHA determines whether any indemnification obligations have been triggered by a loan originated by RMS. If so, RMS is required to indemnify FHA for any losses that FHA incurs in connection with the defective loan. If the defective loan was purchased from a third party, FHA will seek indemnification from the original loan originator. As of the Commencement Date, RMS believes that approximately thirty (30) loans with an unpaid principal balance of approximately \$6 million could require payments to FHA in connection with existing indemnification agreements.

¹⁸ In addition as set forth more fully in the DIP Motion, as of the Commencement Date, RMS was party to that certain Participation Interest Sale and Contribution Agreement, dated as of October 1, 2018 (the "**National Founders Participation Agreement**"), by and between RMS and RMS 2018-09, LLC, one of RMS's non-Debtor subsidiaries, as purchaser (the "**RMS SPV**"), and the related Reverse Mortgage Servicing Agreement of even date therewith (the "**National Founders Servicing Agreement**"), by and among RMS, the RMS SPV, and National Founders LP, as note purchaser (with its affiliates, "**National Founders**"), in connection with the related Note Purchase Agreement of even date therewith (the "**National Founders NPA**" and, along with each of the National Founders Participation Agreement and the National Founders Servicing Agreement, a "**National Founders Facility Agreement**" and, collectively, the "**National Founders Facility**" and, the non-Debtor parties thereof, the "**National Founders Facility Parties**"), by and between the RMS SPV, as issuer, and National Founders, as note purchaser.

58. Accordingly, the Debtors seek authority, but not direction, to continue honoring RMS's indemnification obligations to FHA in connection with defective loans in the ordinary course of business and consistent with past practices.

G. Compliance and Regulatory Obligations

59. RMS and certain of its affiliates are subject to state licensing requirements, including personal licenses, which licenses must be obtained, maintained, and renewed, as applicable, in the ordinary course. In addition, RMS is subject to periodic state and federal regulatory exams and audits, which may carry certain costs and expenses. Further, to the extent that RMS identifies, whether through internal or external audits, regulatory agencies, investors, client complaints, litigation, or other means, origination or servicing errors or lack of compliance with state or federal laws or regulations, RMS is obligated to remediate such errors or violations, as applicable. Such remedial measures may require RMS (a) to make payments to borrowers (*e.g.*, in the form of reimbursements, refunds, and/or out-of-pocket expenses), (b) to forgive past due amounts and/or assessed but unpaid fees or other charges, (c) to pay fees, fines, and/or penalties, either directly to the applicable authority or through a Critical Vendor, (d) to incur and pay certain expenses, (e) to pay the costs and expenses of state and federal regulatory examinations, or (f) to take such other measures as may be required by, or agreed to with, state and federal regulators. As part of such activities, RMS reviews and reconciles accounts that belong to borrowers that are either currently or previously debtors in bankruptcy cases filed under chapter 13 of the Bankruptcy Code. As part of such reviews and reconciliations, RMS may waive amounts that are currently due on the borrower's account but are not collectible pursuant to the Bankruptcy Code or applicable non-bankruptcy law, or may perform other appropriate account adjustments.

60. Through this Motion, the Debtors seek Court authority, but not direction, to continue in the ordinary course of business (a) to fulfill state licensing requirements and to pay

related obligations, (b) to submit to, and comply with state and federal regulatory exams and audits and to pay related obligations, costs, and expenses, and (c) to remediate errors and/or lack of compliance with laws or regulations, including by continuing (i) to make payments to borrowers (*e.g.*, in the form of reimbursements, refunds, and/or out-of-pocket expenses), (ii) to forgive past due amounts and/or assessed but unpaid fees or other charges, (iii) to pay fees, fines and/or penalties, either directly to the applicable authority or through a Critical Vendor, (iv) to incur and pay certain expenses, (v) to pay the costs and expenses of state and federal regulatory examinations, and (vi) to take such other measures as may be required by, or agreed to with, state and federal regulators.

H. Limited Relief from the Automatic Stay

1. Foreclosure and Eviction Proceedings

61. In its capacity as servicer or subservicer, RMS is currently party to approximately 6,000 judicial and non-judicial foreclosure proceedings and more than 600 eviction proceedings, which, as noted above, RMS seeks to proceed with in the ordinary course. In such proceedings it is not uncommon for borrowers and tenants to raise claims, defenses and related counter-claims against RMS to preserve their respective interests in underlying property as owner or tenant. However, such claims, cross-claims, third-party claims, and counter-claims, whether asserted by borrowers in foreclosure actions or by tenants in eviction actions and whether commenced prior to, on, or after the Commencement Date, are or may become subject to the automatic stay pursuant to section 362(a) of the Bankruptcy Code. Requiring each of these parties to obtain stay relief in order to assert such counter-claims would likely add an unnecessary degree of complexity, costs, and delay to both the foreclosure process described herein and the administration of these chapter 11 cases.

62. The Debtors request that the Court enter a standing order modifying the stay imposed by section 362(a) of the Bankruptcy Code to allow borrowers, mortgagors, and lienholders (each, an “**Interested Party**”) to assert and prosecute claims, cross-claims, third-party claims, and counter-claims related to judicial and non-judicial foreclosure and eviction proceedings brought by the Debtors to the limited extent such claims, cross-claims, third-party claims, and counterclaims, including the appeals of such, have the sole purpose of defending, unwinding, or otherwise enjoining or precluding any foreclosure or eviction, and do not have an adverse effect on any of the Debtors’ assets. Notwithstanding the foregoing, the Debtors request that absent further order of the Court, the automatic stay remain in full force and effect with respect to any and all other pending or future claims and counterclaims by Interested Parties, including with respect to (a) monetary relief of any kind or any nature against the Debtors, (b) claims of recoupment or setoff, (c) relief that if granted would affect the amount, validity, and/or priority of lien(s) on property owned or serviced by the Debtors, (d) relief that if granted would not terminate or preclude the prosecution and completion of a foreclosure or eviction, or (e) actions asserted in the form of a class action or collective action, and that, should there be any disagreements between or among any Interested Parties and/or the Debtors regarding whether any claims or counterclaims fall within the exception to the automatic stay approved by the Court, the Court retain exclusive jurisdiction to hear and resolve such disputes.

2. Borrower Bankruptcy Proceedings

63. Certain of the borrowers on loans serviced or subserviced by the Debtors have sought, or may seek during the pendency of these cases, bankruptcy protection under chapters 7, 11, 12, or 13 of the Bankruptcy Code (such borrowers, the “**Bankrupt Borrowers**”). In connection with such cases, from time to time, the Debtors file, or direct their counsel or agents to file, documents required by the Bankruptcy Code and Bankruptcy Rules, including proofs of

claims, notices of payment change, notices of postpetition fees, responses to notices of final cures, motions to lift the automatic stay, and related amendments and appeals. Given the importance of allowing Bankrupt Borrowers to timely prosecute their bankruptcy cases, as well as the unnecessary degree of complexity and costs that would accrue against the Debtors' estates by requiring Bankrupt Borrowers, trustees duly appointed under the Bankruptcy Code in a Bankrupt Borrower's bankruptcy case (each, a "**Bankruptcy Trustee**"), or the United States Trustees assigned to oversee such cases (each, a "**United States Trustee**"), to obtain stay relief with respect to routine actions in the prosecution of such Bankrupt Borrower's bankruptcy case, the Debtors believe that limited relief from the automatic stay is merited.

64. Accordingly, through this Motion, the Debtors request that the Court enter a standing order modifying the automatic stay pursuant to the following terms and conditions:

- a. except as set forth herein, and provided an action outlined below would not affect the value or validity of an asset or claim held by the Debtors, a Bankrupt Borrower, a Bankruptcy Trustee, or a United States Trustee shall be entitled:
 - (i) to assert or continue to assert an objection to a proof of claim, notice of payment change, notice of postpetition fee, expense, or charge, or response to notice of final cure (collectively, the "**Required Bankruptcy Documents**") filed by the Debtors in the Bankrupt Borrower's bankruptcy case;
 - (ii) to assert or continue to assert an objection to a motion to lift the automatic stay filed by the Debtors in the Bankrupt Borrower's bankruptcy case;
 - (iii) to assert appeals with respect to items (i) and (ii); and
 - (iv) to seek an accounting from the Debtors with respect to the Bankrupt Borrower's loan;
- b. except as set forth herein, a Bankrupt Borrower shall be entitled:

- (i) to engage in court-supervised or court-authorized loss-mitigation programs regarding the Bankrupt Borrower's loan; and
 - (ii) to engage in discussion with the Debtors and execute a modification of the Bankrupt Borrower's loan or otherwise discuss, enter into, and consummate settlements of claims and liens in accordance with the ordinary course of the Debtors' business and applicable law;
- c. absent further order of the Court, the automatic stay shall remain in full force and effect with respect to all the Bankrupt Borrower's, the Bankruptcy Trustee's, and the United States Trustee's direct claims, counterclaims, motions, or adversary proceedings:
 - (i) for monetary relief of any kind and of any nature against the Debtors, with the exception of: (A) a reduction in the amount of arrearage listed on a proof of claim that would not affect the total amount of the claim; (B) an objection to the amount listed on a notice of payment change; or (C) an objection to the amount past due listed on a response to notice of final cure;
 - (ii) for violation of any local, state, or federal statute or other law in connection with the origination of the Bankrupt Borrower's loan;
 - (iii) for relief that if granted, would have an effect on the amount, validity, or priority of the Debtors' claim or lien against a Bankrupt Borrower or the property of the Bankrupt Borrower securing such claim or lien of the Debtors; or
 - (iv) asserted in the form of a class action;
- d. absent further order of the Court, the automatic stay shall remain in full force and effect with respect to any party seeking to intervene to assert related claims against the Debtors or any class action or collective action brought by any Bankrupt Borrower on behalf of any other class of borrowers;
- e. with the sole exception of objections to Debtors' proofs of claim permitted by subsection (a)(i) above, and solely for purposes of reducing any such claim and not for the purpose of obtaining an affirmative recovery or award, under no circumstances shall a Bankrupt Borrower, a Bankruptcy Trustee, or a United States Trustee be entitled to recoup, setoff, or collect from the Debtors any judgment or award related to any direct claim or counterclaim

for which the automatic stay has been lifted by the terms of the Proposed Interim Order;

- f. the Debtors shall retain the right, upon appropriate motion and notice to any Bankrupt Borrower, Bankruptcy Trustee, or United States Trustee, to seek to impose any provision of section 362(a) of the Bankruptcy Code modified by the Proposed Interim Order, and to the extent such relief is sought, the Debtors will not object to such party's telephonic participation at any hearing on such motion;
- g. nothing set forth herein shall preclude or limit any Bankrupt Borrower, Bankruptcy Trustee, or United States Trustee from seeking relief from the automatic stay under section 362(a) of the Bankruptcy Code on appropriate motion and notice to the Debtors and parties in interest; and
- h. should there be any disagreements between the Debtors, a Bankrupt Borrower, a Bankruptcy Trustee, or a United States Trustee regarding whether any actions, claims, or counterclaims fall within the exception to the automatic stay approved by the Court, the Court shall retain exclusive jurisdiction to hear and resolve such dispute.

3. Actions Involving Amount, Validity, or Priority of Liens

65. The Debtors are often a party to actions involving the amount, validity, and/or priority of liens with respect to properties subject to mortgages owned or serviced by the Debtors (such actions, "**Title Disputes**"). Prosecuting such disputes allows the Debtors to clear title to the underlying property and thereby protect its rights and remedies with respect thereto. Thus, for similar reasons of judicial economy and estate resources discussed above, the Debtors request that the Court enter a standing order modifying the automatic stay to allow Interested Parties to assert a defense, including the appeals of such, in Title Disputes. Notwithstanding the foregoing, the Debtors request that absent further order of the Court, the automatic stay remain in full force and effect with respect to any and all other pending or future claims, cross-claims, third-party claims, and counterclaims against the Debtors, including with respect to (a) monetary relief of any kind or any nature against the Debtors, (b) relief that if granted would affect the amount, validity, and/or priority of lien(s) held by the Debtors, (c) actions for partition, eminent domain,

or seizure of the property securing lien(s) held by the Debtors, (d) relief that is not necessary for the resolution of the Title Dispute, or (e) actions asserted in the form of a class action or collective action, and that, should there be any disagreements between or among any Interested Parties and/or the Debtors regarding whether any claims, cross-claims, third-party claims, or counterclaims fall within the exception to the automatic stay approved by the Court, the Court retain exclusive jurisdiction to hear and resolve such disputes.

I. Assurances of Future Performance

66. Ginnie Mae has requested,¹⁹ and the Debtors have agreed, subject to Court approval, to provide certain assurances regarding RMS's ability to continue honoring its obligations in accordance with the Ginnie Mae Guide during the pendency of these chapter 11 cases, as set forth on **Schedule 1** to the Proposed Interim Order. In addition, Fannie Mae has requested, and the Debtors have agreed, subject to Court approval, to provide certain assurances regarding the Debtors' ability to service the Fannie Mae Loans during the course of these chapter 11 cases, including RMS's obligation to timely respond and pay HECM curtailment billings and perform its obligations in connection with the MECA, as set forth on **Schedule 2** to the Proposed Interim Order.

67. The form of these assurances was negotiated at arms' length and with the assistance of independent counsel, and the Debtors believe they are fair and reasonable. In addition, the Debtors' access to the DIP Facility is conditioned upon the Debtors' continued

¹⁹ In addition, on February 8, 2019, Ginnie Mae sent RMS a notice of violation ("**Notice of Violation**") stating that Ginnie Mae learned of certain actions, including the pending filing of these chapter 11 cases, that purportedly constitute a violation of the terms of the Ginnie Mae Guide. The Notice of Violation outlined certain remedies available to Ginnie Mae as a result of RMS's actions, but advised RMS that Ginnie Mae would forbear from exercising remedies for a period of 125 days (the "**Forbearance Period**") provided that RMS otherwise complied with the terms set forth in the Notice of Violation, including complying with additional requests of Ginnie Mae during the Forbearance Period.

operations in the ordinary course. Thus, it is essential that the Debtors be authorized to provide such assurances to Ginnie Mae and Fannie Mae, respectively. The Debtors have every intention of maintaining their servicing and subservicing, and with respect to Ginnie Mae securitized loans, securitization-related operations in accordance with the standards and requirements set forth in the Ginnie Mae Agreements and Fannie Mae Agreements, as applicable.

68. The Debtors request that any order entered by the Court approving the relief requested in this Motion also provide that all payments by the Debtors to Fannie Mae and to Ginnie Mae and to Ginnie Mae guaranteed MBS-investors (including, without limitation, requests for payments of principal and interest, Servicer Advances, and other servicing and subservicing related fees and claims) and the MECA REO Sale Proceeds shall be made free and clear of any lien, security interest, or other interest of any party, including, without limitation, any prepetition or postpetition lenders.

69. The Debtors do not seek a determination as to the applicability, if any, of the automatic stay under section 362(a) of the Bankruptcy Code to requests by Ginnie Mae or Fannie Mae to the Debtors to honor their servicing-related and with respect to the Ginnie Mae securitized loans, securitization-related, commitments and obligations, including, without limitation, requests for payment of principal and interest, Servicer Advances, and other origination-related, servicing-related, and with respect to Ginnie Mae securitized loans, securitization-related, fees and claims, in each case to the extent provided under the relevant Ginnie Mae Agreements and Fannie Mae Agreements. Rather, the Debtors, Fannie Mae, and Ginnie Mae each reserve their rights with respect to this issue.

70. If, and to the extent that, the automatic stay under section 362(a) of the Bankruptcy Code applies to requests by Ginnie Mae and Fannie Mae to the Debtors in connection

with the Debtors' servicing, subservicing, and securitization commitments and obligations, the Debtors request that the Court modify the automatic stay to the limited extent necessary to allow Ginnie Mae and Fannie Mae to make such requests to the Debtors, including, without limitation, requests for payment of principal and interest, Servicer Advances, and with respect to Ginnie Mae securitized loans, securitization related, and other servicing and subservicing related fees and claims, in each case to the extent provided under the relevant Ginnie Mae Agreements and Fannie Mae Agreements; *provided, that*, Fannie Mae and Ginnie Mae reserve all rights to assert that they may exercise any and all rights available to them under their respective agreements notwithstanding the automatic stay.

II. **Applicable Authority**

A. The Court Should Authorize the Debtors to (i) Honor Issuer and Servicer Obligations in Ordinary Course of Business and (ii) to Honor Prepetition and Postpetition Obligations Related Thereto

71. As set forth above, through this Motion, the Debtors seek authority, but not direction, to continue their securitization and servicing and subservicing activities in the ordinary course of business, and to honor and pay prepetition and postpetition obligations related thereto. The requested relief is both appropriate and necessary under section 105(a) of the Bankruptcy Code as it (i) falls squarely within sections 363(c)(1), 1107(a), and 1108 of the Bankruptcy Code, which, taken together, authorize a debtor in possession to use, sell, or lease property of the estate in the ordinary course of its business and (ii) protects and conserves the value of the Debtors' estates, including by providing invaluable comfort to parties doing business with the Debtors.

a. The Debtors' Activities Satisfy Ordinary Course of Business Standard

72. Section 363 of the Bankruptcy Code provides for a debtor's use, sale, or lease of property in either (a) the *ordinary course of business*, pursuant to section 363(c)(1) or

(b) outside the *ordinary course of business*, pursuant to section 363(b)(1). 11 U.S.C. §§ 363(b)(1), 363(c)(1). In particular, section 363(c)(1) of the Bankruptcy Code provides that:

If the business of the debtor is authorized to be operated under section 721, 1108, 1203, 1204 or 1304 of this title and unless the court orders otherwise, the trustee may enter into transactions, including the sale or lease of property of the estate, in the ordinary course of business, without notice or a hearing, and may use property of the estate in the ordinary course of business without notice or a hearing.

11 U.S.C. § 363(c)(1).

73. By contrast, section 363(b)(1) of the Bankruptcy Code provides, in relevant part, that “[t]he Trustee, after notice and a hearing, may use, sell, or lease, other than in the ordinary course of business, property of the estate . . .” 11 U.S.C. § 363(b)(1). In differentiating between ordinary and non-ordinary course transactions, section 363 “strike[s] a balance [between] allowing a business to continue its daily operations without excessive court or creditor oversight and protecting secured creditors and others from dissipation of the estate’s assets.” *Med. Malpractice Ins. Ass’n v. Hirsch (In re Lavigne)*, 114 F.3d 379, 384 (2d Cir. 1997) (citing *In re Roth American, Inc.*, 975 F.2d 949, 952 (3d Cir. 1992)).

74. Although not defined in the Bankruptcy Code, the term “ordinary course of business” has generally “been accepted to embrace the reasonable expectations of interested parties of the nature of transactions that the debtor would likely enter in the course of its normal, daily business.” *Id.* (citations omitted). Courts in this district apply a two-part test to determine whether transactions are ordinary course. *Id.*; see also *In re Crystal Apparel, Inc.*, 207 B.R. 406, 409 (S.D.N.Y. 1997); *In re Dana Corp.*, 358 B.R. 567, 580 (Bankr. S.D.N.Y. 2006); *In re Coordinated Apparel, Inc.*, 179 B.R. 40, 43 (Bankr. S.D.N.Y. 1995); *In re Leslie Fay Companies, Inc.*, 168 B.R. 294, 304 (Bankr. S.D.N.Y. 1994); *In re Johns-Manville Corp.*, 60 B.R. 612, 616

(Bankr. S.D.N.Y. 1986). Under the two part test, transactions are ordinary course if they satisfy (i) the “creditor’s expectation” or “vertical” test and (ii) the “industry wide” or “horizontal” test.

75. “Under the vertical test, [a] court views [a] disputed transaction from the vantage point of a hypothetical creditor and inquires whether the transaction subjects a creditor to economic risks of a nature different from those [that] he accepted when he decided to enter into a contract with the debtor.” *In re Lavigne*, 114 F.3d at 385 (citations omitted). Under the horizontal test, the inquiry “is whether, from an industry-wide perspective, the transaction is of the sort commonly undertaken by companies in that industry.” *In re Dana Corp.*, 358 B.R. at 580 (citations omitted). In other words, the combined test is whether the transactions at issue are (i) of a kind that creditors would expect these specific Debtors to undertake in the day-to-day operations of their business and (ii) of a kind that similar businesses, here other reverse mortgage loan servicing and subservicing businesses, would undertake in the day-to-day operations of their businesses. *See In re Johns-Manville Corp.*, 60 B.R. at 616–18; *see also In re James A. Phillips, Inc.*, 29 B.R. 391, 394 (S.D.N.Y. 1983) (“The touchstone of ‘ordinariness’ is thus the interested parties’ reasonable expectations of what transactions the debtor in possession is likely to enter in the course of its business.”).

76. Here, each of the activities for which the Debtors seek authorization to continue are consistent with both the Debtors’ prepetition conduct and with customary practices in the reverse mortgage loan servicing industry, thereby satisfying both the vertical and horizontal tests. Indeed, a hypothetical creditor would expect that the Debtors would engage in securitization and servicing activities, and incur the related financial obligations, described in this Motion. Further, similar relief has been granted in the chapter 11 cases of numerous other mortgage originators, lenders, and/or servicers. *See, e.g., In re Residential Capital, LLC*, No. 12-12020

(MG) (Bankr. S.D.N.Y. Jul. 25, 2012) [Docket No. 898] (authorizing debtors to, among other things, (i) process and fund prepetition mortgage loan commitments, (ii) continue brokerage, origination, and sale activities, (iii) perform under certain mortgage loan purchase and sale agreements, (iv) pay certain prepetition amounts due to critical origination vendors, and (v) honor mortgage loan repurchase obligations); *In re Residential Capital, LLC*, No. 12-12020 (MG) (Bankr. S.D.N.Y. Jun. 15, 2012) [Docket No. 401] (authorizing debtors to continue, among other things, (i) service government sponsored loans, (ii) perform foreclosure activities related to certain GSE REOs, and (iii) pay certain prepetition amounts due to critical servicing vendors and foreclosure professionals); *In re Residential Capital, LLC*, No. 12-12020 (MG) (Bankr. S.D.N.Y. Jun. 15, 2012) [Docket No. 402] (authorizing debtors to, among other things, continue to (i) service private label mortgage loans and (ii) engage in sales activities related to loans in foreclosure and REOs); *In re Thornburg Mortgage, Inc.*, No. 09-17787 (DWK) (Bankr. D. Md. May 6, 2009) [Docket No. 49] (authorizing debtors to, among other things, continue mortgage loan servicing, auditing, and fulfillment services in the ordinary course of business); *In re Am. Home Mortgage Holdings, Inc.*, Case No. 07-11047 (CSS) (Bankr. D. Del. Aug. 24, 2007) [Docket No. 358] (authorizing debtors to, among other things, (i) sell REOs in the ordinary course free and clear of any and all liens and encumbrances and (ii) continue funding servicing advances); *In re Aegis Mortgage Corp.*, Case No. 07-11119 (BLS) (Bankr. D. Del. Aug. 15, 2007) [Docket No. 35] (authorizing debtors to, among other things, (i) sell certain mortgage loans owned by the debtors, (ii) continue performing under existing subservicing agreements, and (iii) enter into new subservicing agreements); *In re Mortgage Lenders Network USA, Inc.*, Case No. 07-10146 (PJW) (Bankr. D. Del. Mar. 19, 2007) [Docket No. 304] (authorizing debtors to, among other things,

(i) sell certain loans, (ii) honor certain loan commitments, and (iii) incur new servicing obligations in the ordinary course of business).

b. The Court Should Authorize the Debtors to Sell the REO Property Free and Clear

77. Section 363(f) of the Bankruptcy Code provides that a debtor in possession:

“may sell property . . . free and clear of any interest in such property of an entity other than the estate, only if

(1) applicable nonbankruptcy law permits sale of such property free and clear of such interest;

(2) such entity consents;

(3) such interest is a lien and the price at which such property is to be sold is greater than the aggregate value of all liens on such property;

(4) such interest is in bona fide dispute; or

(5) such entity could be compelled, in a legal or equitable proceeding, to accept a monetary satisfaction of such interest.

11 U.S.C. §363(f).

78. At closing for the sales of REO Property, the Debtors are required to deliver marketable and insurable title free and clear of liens or encumbrances. To convey marketable and insurable title to the prospective buyers at closing, the Debtors request authority to sell the REO Property free and clear of any lien or encumbrance either (a) under section 363(f) of the Bankruptcy Code to the extent the REO Property is owned by the Debtors or (b) to the extent permitted pursuant to applicable non-bankruptcy law for REO Property owned by third parties. The relief requested herein has been granted by other courts in a similar context. *See, e.g., In re Residential Capital, LLC*, No. 12-12020 (MG) (Bankr. S.D.N.Y. June 15, 2012) [Docket No. 402] (authorizing the debtors to sell property free and clear of liens and encumbrances in the ordinary

course); *In re Am. Home Mortg. Holdings, Inc.*, Case No. 07-11047 (CSS) (Bankr. D. Del. Aug. 24, 2007) [Docket No. 358] (confirming the debtors' authority to sell real estate owned or serviced by the debtors free and clear of liens and encumbrances in the ordinary course).

c. The Requested Relief, Including Payment of the Critical Vendor Claims, is Both Necessary and Appropriate to Conserve the Value of Debtors' Estates

79. The Debtors, as debtors in possession operating their businesses pursuant to sections 1107(a) and 1108 of the Bankruptcy Code, owe "fiduciary duties to the bankruptcy estate and must, among other things, protect and conserve property in [their] possession for the benefit of creditors and refrain from acting in a manner which could damage the estate, or hinder a successful reorganization of the business." *In re Ashley River Consulting, LLC*, Case No. 14-13406 (MG), 2015 WL 1540941, *8 (Bankr. S.D.N.Y. 2015) (citing *In re Ionosphere Clubs, Inc. (Ionosphere II)*, 113 B.R. 164, 169 (Bankr. S.D.N.Y. 1990) (internal quotations omitted)). As one court has recognized, "[i]mplicit in the duties of a Chapter 11 trustee or a debtor in possession as set out in Sections 1106 and 704 of the Bankruptcy Code is the duty of such a fiduciary to protect and preserve the estate, including an operating business's going-concern value." *In re CoServ, L.L.C.*, 273 B.R. 487, 497 (Bankr. N.D. Tex. 2002). Accordingly, the Court may, pursuant to section 105(a) of the Bankruptcy Code, "issue any order, process, or judgment that is necessary or appropriate to carry out the provisions of [the Bankruptcy Code]," including the protection and conservation of the Debtors' estates. 11 U.S.C. § 105(a).

80. As this Court has previously explained, "[t]he ability of a Bankruptcy Court to authorize the payment of pre-petition debt when such payment is needed to facilitate the rehabilitation of the debtor is not a novel concept. It was articulated by the United States Supreme Court in *Miltenberger v. Logansport, C&S W.R. Co.*, 106 U.S. 286 (1882) and is commonly referred to as either the 'doctrine of necessity' or the 'necessity of payment' rule. This rule

recognizes the existence of the judicial power to authorize a debtor in a reorganization case to pay pre-petition claims where such payment is essential to the continued operation of the debtor.” *In re Ionosphere Clubs, Inc. (Ionosphere I)*, 98 B.R. 174, 175–76 (Bankr. S.D.N.Y. 1989). The “doctrine of necessity” functions in a chapter 11 reorganization as a mechanism by which the Court can exercise its equitable power to allow payment of prepetition claims *necessary* to “facilitat[e] the continued operation and rehabilitation of the debtor.” *Id.* at 176.

81. The relief requested herein is necessary to allow the Debtors to conserve, enhance, and maximize the value of their estates for the benefit of all stakeholders and thereby fulfill their fiduciary duties. The Debtors’ business (and the mortgage servicing industry in general) is a structural feedback loop whereby the cash that leaves the business (whether to pay prepetition claims of Critical Vendors or perform Servicing Functions and fulfill related prepetition obligations, including obligations to make Servicer Advances, etc.) directly influences the cash that comes into the business (whether from securitization activities, mortgage servicing fees, etc.). Without the uninterrupted payment of ordinary course prepetition obligations, the Debtors’ revenue stream dries up and their going concern value is threatened. Accordingly, the prepetition payments contemplated herein are unequivocally necessary to facilitate the Debtors’ continued operation and rehabilitation. Further, the limited non-monetary relief sought in association with these payments provides invaluable comfort to parties doing business with the Debtors—many of whom are lenders that cannot be compelled to continue lending to the Debtors postpetition—and therefore is necessary and appropriate under the circumstances.

B. The Court Should Grant the Limited Stay Relief Requested Herein Pursuant to Section 362(d)(1) of the Bankruptcy Code

82. The Bankruptcy Code provides that the Court may grant stay relief “for cause, including the lack of adequate protection of an interest in property of such party in interest.”

11 U.S.C. § 362(d)(1). The Debtors respectfully submit that it is in the best interests of their estates to permit, pursuant to the terms set forth herein, borrowers and tenants to raise claims and defenses in foreclosure and eviction proceedings, to allow Bankrupt Borrowers to prosecute their bankruptcy cases, and for Title Disputes to be resolved because requiring each of these parties to obtain stay relief would likely add an unnecessary degree of complexity, costs, and delay to both the underlying procedures as well as the administration of these chapter 11 cases. The Debtors believe that the limited stay relief requested herein will allow for an efficient and fair process with respect to foreclosures, tenant evictions, Bankrupt Borrowers, and Title Disputes, and thereby preserve the interests of the Debtors' estates.

C. The Court Should Authorize the Debtors to Provide Ginnie Mae and Fannie Mae Assurances of Future Performance

83. As set forth above, through this Motion, the Debtors seek authority, but not direction, to continue to perform under the Ginnie Mae Agreements and Fannie Mae Agreements and to honor and pay prepetition obligations arising thereunder, as well as to provide Fannie Mae and Ginnie Mae with certain assurances related thereto. The requested relief is narrowly tailored, appropriate, and necessary under section 105(a) of the Bankruptcy Code as it permits the Debtors to operate in the ordinary course, while avoiding the need to litigate the scope and extent of the automatic stay with respect to the Ginnie Mae Agreements and Fannie Mae Agreements. Absent the relief requested, there are at least three grounds upon which the Debtors could potentially need to litigate the applicability of the automatic stay with Ginnie Mae and/or Fannie Mae: (a) whether the Fannie Mae Agreements are, in whole or in part, safe harbored contracts under the Bankruptcy Code; (b) whether the National Housing Act exempts Ginnie Mae from the automatic stay; and (c) whether the Ginnie Mae and Fannie Mae are entitled to adequate assurance under the Bankruptcy Code.

84. With respect to the first ground, the Bankruptcy Code provides that, in certain circumstances, counterparties to certain types of agreements are entitled to exercise remedies against the debtor's property, notwithstanding the automatic stay and the general rule that so-called "*ipso facto clauses*" are not enforceable. Specifically, section 362(b)(7) of the Bankruptcy Code provides that the automatic stay does not preclude:

the exercise by a repo participant or financial participant of any contractual right (as defined in section 559 of the Bankruptcy Code) under any security agreement or arrangement or other credit enhancement forming a part of or related to any repurchase agreement, or of any contractual right (as defined in section 559 of the Bankruptcy Code) to offset or net out any termination value, payment amount, or other transfer obligation arising under or in connection with 1 or more such agreements, including any master agreement for such agreements.

11 U.S.C. § 362(b). Section 559 of the Bankruptcy Code provides in the relevant part that:

[t]he exercise of a contractual right of a repo participant or financial participant to cause the liquidation, termination, or acceleration of **a repurchase agreement because of a condition of the kind specified in section 365(e)(1) of this title shall not be stayed, avoided, or otherwise limited by operation of any provision of this title** or by order of a court or administrative agency in any proceeding under this title, unless, where the debtor is a stockbroker or securities clearing agency, such order is authorized under the provisions of the Securities Investor Protection Act of 1970 or any statute administered by the Securities and Exchange Commission.

11 U.S.C. § 559 (emphasis added).

85. Section 101(47) of the Bankruptcy Code defines the term repurchase agreement, which definition also applies to a reverse repurchase agreement, as follows:

(A) . . .

- (i) an agreement, including related terms, which provides for the transfer of one or more certificates of deposit, mortgage related securities (as defined in section 3 of the Securities Exchange Act of 1934), mortgage loans, interests in mortgage related securities or mortgage loans, eligible bankers' acceptances, qualified foreign government securities (defined as a security that is a direct obligation of, or that is fully guaranteed by, the central government of a member of the Organization for Economic Cooperation and Development), or securities that are direct obligations of, or that are fully guaranteed by, the United States or any agency of the United States against the transfer of funds by the transferee of such certificates of deposit, eligible bankers' acceptances, securities, mortgage loans, or interests, with a simultaneous agreement by such transferee to transfer to the transferor thereof certificates of deposit, eligible bankers' acceptance, securities, mortgage loans, or interests of the kind described in this clause, at a date certain not later than 1 year after such transfer or on demand, against the transfer of funds;
- (ii) any combination of agreements or transactions referred to in clauses (i) and (iii);
- (iii) an option to enter into an agreement or transaction referred to in clause (i) or (ii);
- (iv) a master agreement that provides for an agreement or transaction referred to in clause (i), (ii), or (iii), together with all supplements to any such master agreement, without regard to whether such master agreement provides for an agreement or transaction that is not a repurchase agreement under this paragraph, except that such master agreement shall be considered to be a repurchase agreement under this paragraph only with respect to each agreement or transaction under the master agreement that is referred to in clause (i), (ii), or (iii); or

- (v) any security agreement or arrangement or other credit enhancement related to any agreement or transaction referred to in clause (i), (ii), (iii), or (iv), including any guarantee or reimbursement obligation by or to a repo participant or financial participant in connection with any agreement or transaction referred to in any such clause, but not to exceed the damages in connection with any such agreement or transaction, measured in accordance with section 562 of this title; and
- (B) does not include a repurchase obligation under a participation in a commercial mortgage loan.

11 U.S.C. § 101(47).

86. In *In re Am. Home Mortg., Inc.*, the Bankruptcy Court for the District of Delaware held, among other things, that the portion of a private contract that provided for the purchase and repurchase of mortgage loans, but not the portion that provided for the servicing of such loans, constituted a “repurchase agreement,” as such term is defined in section 101(47) of the Bankruptcy Code, and that the “safe harbor” protections afforded under the Bankruptcy Code to “repurchase agreements” therefore applied.³⁷⁹ B.R. 503, 518 (Bankr. D. Del. 2008). With respect to the servicing portion of the contract, the court found that such portion, as a matter of non-bankruptcy law, was severable from the repurchase agreement and was (a) not a repurchase agreement and (b) not a securities contract, and thus did not fall within any of the safe harbor provisions of the Bankruptcy Code. *Id.* at 521–22.

87. The Fannie Agreements contain similar loan purchase and repurchase obligations to the ones found to constitute a repurchase agreement in *In re Am. Home Mortg.* In addition, Fannie Mae may assert, as they have in other cases, that the servicing, selling, and repurchasing portions of their agreements are integrated and cannot be severed from each other as a matter of non-bankruptcy law, making the entirety of their agreements terminable at will pursuant

to section 559 of the Bankruptcy Code. *See, e.g., In re Residential Capital, LLC*, No. 12-12020 (MG) (Bankr. S.D.N.Y. Jun. 5, 2012) [Docket No. 218] (reservation of rights in which Fannie Mae asserts that the underlying contract is “a single integrated contract that provides for both loan origination and loan servicing”). The Debtors do not concede that any portion of the Fannie Mae Agreements are repurchase agreements or that Fannie Mae itself is a “financial institution” entitled to the safe harbor protections of the Bankruptcy Code. At the outset of these cases the Debtors simply cannot incur the uncertainty and expense of litigating with Fannie Mae and thereby risk an adverse ruling on these pivotal issues, nor is it in the Debtors’ economic interests to do so. Cooperation with Fannie Mae is essential to the Debtors’ business.

88. With respect to second ground, section 306(g) of the National Housing Act provides that

No State or local law, and no Federal law (except Federal law enacted expressly in limitation of this subsection after the effective date of this sentence), shall preclude or limit the exercise by [Ginnie Mae] of (A) its power to contract with the issuer on the terms stated in the preceding sentence, (B) its rights to enforce any such contract with the issuer, or (C) its ownership rights as provided in the preceding sentence . . .

12 U.S.C. § 1721(g). Bankruptcy courts in other jurisdictions have interpreted this statute to mean that the automatic stay does not apply to Ginnie Mae when it is enforcing its contractual rights, including rights of termination. *See In re Whitcomb & Keller Morg. Co., Inc.*, 8 B.R. 83, 87 (Bankr. N.D. Ind. 1980) (finding that Ginnie Mae was not required to seek relief from the automatic stay prior to (a) terminating debtor’s issuer status and (b) attempting to arrange the transfer of debtors’ servicing obligations to another entity); *In re Commonwealth Mortg. Co., Inc.*, 145 B.R. 368 (Bankr. D. Mass. 1992) (holding that automatic stay does not apply to actions by Ginnie Mae to enforce its contract with debtor); *see also In re Am. Home Mortg., Inc.*, No. 07-

11047 (CSS) (Bankr. Del. Sept. 20, 207) [Docket No. 863] (as ordered stipulation by debtor agreeing not to contest that Ginnie Mae is not subject to automatic stay).

89. With respect to the third ground, case law suggests that where a party to a contract has grounds for uncertainty as to the future performance of his or her counterparty, he or she can request that such counterparty provide adequate assurance of future performance. *See In re Metromedia Fiber Network, Inc.*, 335 B.R. 41, 50 (Bankr. S.D.N.Y. 2005) (“The requirement of adequate assurance . . . is based on a recognition that an essential element of any contract is performance . . . and that a continuing sense of reliance and security that the promised performance will be forthcoming when due, is an important feature of the bargain.”) (internal quotations omitted). If such counterparty is a debtor in a case filed under the Bankruptcy Code and thereby a beneficiary of the automatic stay, the contract party may move to have the automatic stay lifted on the basis that such adequate assurance of future performance is lacking and the contract party accordingly wishes to terminate the contract. *See In re Lucre, Inc.*, 339 B.R. 648, 664 (Bankr. W.D. Mich. 2006) (decision lifting automatic stay to permit contract party subject to prepetition injunction to challenge injunction and cease performing pending debtor’s decision to assume or reject contract).

90. Accordingly, to address and consensually resolve each of the above potential grounds for litigation between the Debtors, Fannie Mae, and Ginnie Mae, the Debtors have agreed to continue to fulfill their securitization, and servicing obligations under the Ginnie Mae Agreements and Fannie Mae Agreements in the ordinary course and the Debtors have negotiated with Ginnie Mae and Fannie Mae the terms of the assurances set forth on **Schedules 1**, and **2** respectively, to the Proposed Interim Order (collectively, the “**Ginnie Mae and Fannie Mae Assurances**”) to incentivize Ginnie Mae and Fannie Mae to support and work with the Debtors

during their restructuring. The Ginnie Mae and Fannie Mae Assurances were negotiated at arms' length and avoid the uncertainty, time, cost, and expense of litigating with each of Ginnie Mae and Fannie Mae regarding the scope and/or applicability of the automatic stay. The Debtors, in their business judgment, believe that the Ginnie Mae and Fannie Mae Assurances are appropriate, narrowly tailored, and essential under the circumstances. The Ginnie Mae and Fannie Mae Assurances should be approved as fair and reasonable and in the best interests of the estate. Further, similar relief has been granted in the chapter 11 cases of other mortgage originators and servicers. *See, e.g., In re Residential Capital, LLC*, No. 12-12020 (MG) (Bankr. S.D.N.Y. Jul. 25, 2012) [Docket No. 401] (granting assurance terms to Fannie Mae and Freddie Mac).

Scope of Motion

91. This Motion does not cover all aspects of the Debtors' businesses. Whether or not a business activity is described in this Motion, and whether or not the Debtors seek an order with respect to the continuation of such activity, if the activity is of the nature of those that the Debtors conduct in the ordinary course of business, the Debtors intend to continue to conduct such activity after the Commencement Date pursuant to the authority granted to them by section 363(c) of the Bankruptcy Code. Absence of a description of a particular activity or request for specific relief related to the Debtors' reverse mortgage business shall not limit the rights of the Debtors to conduct their business and manage their assets in the ordinary course without prior Court approval.

Reservation of Rights

92. Nothing contained herein is intended or shall be construed as (i) an admission as to the validity of any claim against the Debtors; (ii) a waiver of the Debtors' or any appropriate party in interest's rights to dispute the amount of, basis for, or validity of any claim against the Debtors; (iii) a waiver of any claims or causes of action which may exist against any creditor or interest holder; or (iv) an approval, assumption, adoption, or rejection of any agreement,

contract, lease, program, or policy between the Debtors and any third party under section 365 of the Bankruptcy Code. Likewise, if the Court grants the relief sought herein, any payment made pursuant to the Court's order is not intended to be and should not be construed as an admission to the validity of any claim or a waiver of the Debtors' rights to subsequently dispute such claim.

Debtors Have Satisfied Bankruptcy Rule 6003(b)

93. Bankruptcy Rule 6003(b) provides that, to the extent relief is necessary to avoid immediate and irreparable harm, a bankruptcy court may issue an order granting "a motion to use, sell, lease, or otherwise incur an obligation regarding property of the estate, including a motion to pay all or part of a claim that arose before the filing of the petition" before twenty-one (21) days after filing of the petition. As described above and in the Lombardo Declaration, the Debtors would suffer immediate and irreparable harm if the relief sought herein is not promptly granted. Accordingly, the Debtors submit that the relief requested herein is necessary to avoid immediate and irreparable harm, and, therefore, Bankruptcy Rule 6003(b) is satisfied.

Bankruptcy Rules 6004(a) and (h)

94. To implement the foregoing successfully, the Debtors request that the Court find that notice of the Motion is adequate under Bankruptcy Rule 6004(a) under the circumstances, and waive the fourteen (14) day stay of an order authorizing the use, sale, or lease of property under Bankruptcy Rule 6004(h). As explained above and in the Lombardo Declaration, the relief requested herein is necessary to avoid immediate and irreparable harm to the Debtors. Accordingly, ample cause exists to justify finding that the notice requirements under Bankruptcy Rule 6004(a) have been satisfied and to grant a waiver of the fourteen (14) day stay imposed by Bankruptcy Rule 6004(h), to the extent such notice requirements and such stay apply.

Notice

95. Notice of this Motion has been provided to: (i) William K. Harrington, U.S. Department of Justice, Office of the U.S. Trustee, 201 Varick Street, Room 1006, New York, New York 10014 (Attn: Greg M. Zipes and Benjamin J. Higgins) (the “**U.S. Trustee**”); (ii) the Debtors’ five (5) largest secured creditors on a consolidated basis; (iii) the Debtors’ forty (40) largest unsecured creditors on a consolidated basis; (iv) the Internal Revenue Service; (v) the United States Attorney’s Office for the Southern District of New York; (vi) counsel to the Prepetition Term Loan Agent, Davis Polk & Wardwell LLP, 450 Lexington Avenue, New York, New York 10017 (Attn: Brian Resnick and Michelle M. McGreal); (vii) counsel to the Term Loan Ad Hoc Group, Kirkland & Ellis LLP, 300 North LaSalle, Chicago, Illinois 60654 (Attn: Patrick J. Nash and Gregory F. Pesce); (viii) Wilmington Savings Fund Society, FSB, as trustee under that certain Indenture for 9.0% Second Lien Senior Subordinated PIK Toggle Notes due 2024, 500 Delaware Avenue, Wilmington, Delaware 19801 (Attn: Corporate Trust, Walter Investment); (ix) counsel to the Second Lien Ad Hoc Group, Milbank, Tweed, Hadley & McCloy LLP, 2029 Century Park East, Los Angeles, California 90067 (Attn: Gregory A. Bray and Melainie K. Mansfield); (x) counsel to Barclays Bank PLC, as DIP Agent, and Barclays Capital Inc., as DIP Lender, Skadden, Arps, Slate, Meagher & Flom LLP, 4 Times Square, New York, New York 10036 (Attn: Sarah M. Ward, Mark A. McDermott, and Melissa Tiarks); (xi) counsel to Nomura Corporate Funding Americas, LLC, Alston & Bird LLP, 90 Park Avenue, 15th Floor, New York, New York 10016 (Attn: Karen Gelernt and Ronald Klein) and Jones Day, 250 Vesey Street, New York, New York 10281 (Attn: Ben Rosenblum); (xii) the Banks; (xiii) the Securities and Exchange Commission; (xiv) counsel to Fannie Mae, O’Melveny & Myers LLP, 400 South Hope Street, 18th Floor, Los Angeles, California 90071 (Attn: Stephen Warren, Jennifer Taylor and Darren Patrick); (xiv) counsel to Freddie Mac, McKool Smith PC, 600 Travis Street, Suite 7000, Houston, Texas

77002 (Attn: Paul D. Moak); and (xv) U.S. Department of Housing and Urban Development, 451 Seventh St., SW, Room 9250, Washington, DC 20410 (Attn: Lisa Mulrain, Assistant General Counsel, Office of General Counsel, Finance Division) (collectively, the “**Notice Parties**”). The Debtors respectfully submit that no further notice is required.

96. No previous request for the relief sought herein has been made by the Debtors to this or any other Court.

WHEREFORE the Debtors respectfully request entry of interim and final orders granting the relief requested herein and such other and further relief as the Court may deem just and appropriate.

Dated: February 11, 2019
New York, New York

/s/ Sunny Singh
WEIL, GOTSHAL & MANGES LLP
767 Fifth Avenue
New York, New York 10153
Telephone: (212) 310-8000
Facsimile: (212) 310-8007
Ray C. Schrock, P.C.
Sunny Singh

*Proposed Attorneys for Debtors
and Debtors in Possession*

Exhibit A

Proposed Interim Order

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

-----X
:
In re : **Chapter 11**
:
DITECH HOLDING CORPORATION, et al., : **Case No. 19-[____] (____)**
:
Debtors.¹ : **(Jointly Administered)**
:
-----X

**INTERIM ORDER (I) AUTHORIZING DEBTORS TO CONTINUE
HONORING REVERSE ISSUER AND SERVICING OBLIGATIONS IN
THE ORDINARY COURSE AND GRANTING RELATED RELIEF,
(II) MODIFYING AUTOMATIC STAY ON A LIMITED BASIS TO FACILITATE
DEBTORS' ONGOING OPERATIONS, AND (III) SCHEDULING A FINAL HEARING**

Upon the motion (the “**Motion**”)² of Ditech Holding Corporation and its debtor affiliates, as debtors and debtors in possession in the above-captioned chapter 11 cases (collectively, the “**Debtors**”), pursuant to sections 105(a), 362, 363(c), 363(f), 1107(a), and 1108 of the Bankruptcy Code and Bankruptcy Rules 4001, 6003, and 6004, the Debtors request authority, but not direction, to (a) (i) honor and fund the Ginnie Mae Buyout Obligations, (ii) continue their securitization activities, (iii) honor the Ginnie Mae Agreements; and (iv) remit the Ginnie Mae Commitment Fee, the Ginnie Mae Guaranty Fee, amounts due from Borrower Paydown (each as defined below), and certain administrative fees arising from RMS’s securitization activities; (b) (i) honor the Servicing Obligations, including by continuing to

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number, as applicable, are Ditech Holding Corporation (0486); DF Insurance Agency LLC (6918); Ditech Financial LLC (5868); Green Tree Credit LLC (5864); Green Tree Credit Solutions LLC (1565); Green Tree Insurance Agency of Nevada, Inc. (7331); Green Tree Investment Holdings III LLC (1008); Green Tree Servicing Corp. (3552); Marix Servicing LLC (6101); Mortgage Asset Systems, LLC (8148); REO Management Solutions, LLC (7787); Reverse Mortgage Solutions, Inc. (2274); Walter Management Holding Company LLC (9818); and Walter Reverse Acquisition LLC (8837). The Debtors’ principal offices are located at 1100 Virginia Drive, Suite 100, Fort Washington, Pennsylvania 19034.

² Capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed to such terms in the Motion.

perform under the Fannie Mae Agreements and honor their obligations under the MECA, (ii) honor and pay the Curtailment Obligations, (iii) collect and securitize the Servicing Fees, and (iv) remit the Servicer Advances; (c) continue assignment and claim reimbursement activities; (d) continue to employ and pay prepetition claims of the Critical Vendors; (e) continue honoring RMS's indemnification obligations to FHA in connection with defective loans; (f) fulfill compliance and regulatory obligations; and (g) provide assurances of future performance to Ginnie Mae and Fannie Mae, all as more fully set forth in the Motion; and the Court having jurisdiction to consider the Motion and the relief requested therein pursuant to 28 U.S.C. §§ 157 and 1334, and the Amended Standing Order of Reference M-431, dated January 31, 2012 (Preska, C.J.); and consideration of the Motion and the requested relief being a core proceeding pursuant to 28 U.S.C. § 157(b); and venue being proper before the Court pursuant to 28 U.S.C. §§ 1408 and 1409; and due and proper notice of the Motion having been provided to the Notice Parties, and such notice having been adequate and appropriate under the circumstances, and it appearing that no other or further notice need be provided; and the Court having reviewed the Motion; and the Court having held a hearing to consider the relief requested in the Motion on an interim basis (the "**Hearing**"); and upon the Lombardo Declaration, filed contemporaneously with the Motion, and the record of the Hearing; and the Court having determined that the legal and factual bases set forth in the Motion establish just cause for the relief granted herein; and it appearing that the relief requested in the Motion is necessary to avoid immediate and irreparable harm to the Debtors and their estates as contemplated by Bankruptcy Rule 6003, and is in the best interests of the Debtors, their estates, creditors, and all parties in interest; and upon all of the proceedings had before the Court and after due deliberation and sufficient cause appearing therefor,

IT IS HEREBY ORDERED THAT:

1. The Motion is granted on an interim basis to the extent set forth herein.
2. The Debtors are authorized, but not directed, to continue in the ordinary

course of business:

- a. (i) honor and fund the Ginnie Mae Buyout Obligations, (ii) continue their activities, (iii) honor the Ginnie Mae Agreements; and (iv) remit the Ginnie Mae Commitment Fee, the Ginnie Mae Guaranty Fee, amounts due from Borrower Paydown (each as defined below), and certain administrative fees arising from RMS's securitization activities;
- b. (i) honor the Servicing Obligations, including by continuing to perform under the Fannie Mae Agreements and honor their obligations under the MECA, (ii) honor and pay the Curtailment Obligations, (iii) collect and securitize the Servicing Fees, and (iv) remit the Servicer Advances (each as defined below);
- c. continue assignment and claim reimbursement activities;
- d. continue to employ and pay prepetition claims of the Critical Vendors;
- e. continue honoring their indemnification obligations to FHA in connection with defective loans;
- f. fulfill compliance and regulatory obligations; and
- g. provide assurances of future performance to Ginnie Mae and Fannie Mae.

3. The Debtors are authorized, but not directed, to continue selling REO Property (i) on an "as is where is" basis and without any representation and warranties except for title, in the ordinary course of business, in their discretion and subject to their business judgment, and consistent with past practices, and (ii) free and clear of any and all liens and encumbrances (a) under section 363(f) of the Bankruptcy Code to the extent the Debtors own the REO Property, and (b) to the extent permitted pursuant to applicable non-bankruptcy law for REO Property owned by third parties.

Additional Relief Related to the Debtors' Businesses

4. The Debtors are authorized but not directed, to continue in the ordinary course of business (a) to fulfill state licensing requirements and to pay related obligations, (b) to submit to, and comply with, state and federal regulatory exams and audits and to pay related obligations, costs, and expenses, and (c) to remediate errors and/or lack of compliance with laws or regulations, including by continuing (i) to make payments to borrowers (*e.g.*, in the form of reimbursements, refunds, and/or out-of-pocket expenses), (ii) to forgive past due amounts and/or assessed but unpaid fees or other charges, (iii) to pay fees, fines, and/or penalties, either directly to the applicable authority or through a Critical Vendor, (iv) to incur and pay certain expenses, (v) to pay the costs and expenses of state and federal regulatory examinations, and (vi) to take such other measures as may be required by, or agreed to with, state and federal regulators.

Critical Vendors

5. Pursuant to sections 105(a) and 363(c) of the Bankruptcy Code, the Debtors are authorized, but not directed, in the reasonable exercise of their business judgment, to pay some or all of the prepetition claims of the Critical Vendors, upon such terms and in the manner provided in this Order and the Motion and subject to the Management Approval Process (as defined herein); provided, that payments to Critical Vendors on account of prepetition claims shall not exceed \$35 million during the first thirty (30) days following the Commencement Date; provided further, that payments to Critical Vendors on account of such prepetition claims may not be accelerated and shall be made only in the ordinary course in accordance with Customary Trade Terms.

6. As used herein, the term "Management Approval Process" means the advance review and approval by the chief financial officer of the Company, following consultation with the Debtors' management and AlixPartners LLP, of any prepetition payment made to a Critical Vendor.

7. Promptly after entry of this Order and weekly thereafter, the Debtors shall provide counsel for any statutory committee appointed in the Debtors' cases, counsel to the Term Loan Lender Ad Hoc Group, and the Office of the United States Trustee for the Southern District of New York with a schedule of all payments made to the Critical Vendors on account of prepetition claims in accordance with the terms of this Order, which shall include the name and address of the Critical Vendor and the amount and date of the payment.

8. If a Critical Vendor refuses to supply products and/or services to the Debtors on Customary Trade Terms (or such other terms as are agreed by the parties) following receipt of payment on its prepetition claim, then the Debtors may, upon notice to any statutory committee appointed in the Debtors' cases and without further order of the Court:

- a. Declare that any payments made to the Critical Vendor on account of such claim be deemed to have been in payment of then-outstanding (or subsequently accruing) postpetition claims of the Critical Vendor without further order of the Court or action by any person or entity; and
- b. Take actions to recover or seek disgorgement of any payment made to the Critical Vendor on account of its prepetition claim to the extent that the payments exceeded the postpetition claims of the Critical Vendor, without giving effect to any rights of setoff, recoupment, claims, provision for payment of reclamation or trust fund claims, or other defense.

9. Under such circumstances, such Critical Vendor shall immediately repay to the Debtors any payment made to it on account of its prepetition claims to the extent that such payments exceed its postpetition claims, without giving effect to any rights of setoff, recoupment, claims, provision for payment of reclamation or trust fund claims, or other defense.

10. Nothing herein shall:

- a. Constitute a waiver of the Debtors' rights to seek damages, disgorgement or other appropriate remedies against any breaching Critical Vendor;
- b. Be construed to waive, limit, or in any way affect the Debtors' ability to dispute a claim of a Critical Vendor;
- c. Be deemed an admission to the validity of the underlying obligation, including any payment made pursuant to this Order;
- d. Be deemed to constitute an assumption or rejection of any executory contract or pre- or postpetition agreement between the Debtors and a Critical Vendor; or
- e. Be deemed to require the Debtors to make any of the payments to the Critical Vendors authorized herein.

11. Notwithstanding entry of this Order, the Debtors' rights to enforce the automatic stay provision of section 362 of the Bankruptcy Code with respect to any creditor who demands payment of its prepetition claims as a condition to doing business with the Debtors postpetition are preserved.

Limited Relief from Automatic Stay

Borrower Foreclosure and Eviction Proceedings

12. The stay imposed by section 362(a) of the Bankruptcy Code is hereby modified to allow borrowers, mortgagors, and lienholders (each, an "**Interested Party**") to assert and prosecute claims, cross-claims, third-party claims, and counter-claims related to judicial and non-judicial foreclosure and eviction proceedings brought by the Debtors to the limited extent such claims, cross-claims, third-party claims, and counterclaims, including the appeals of such, have the sole purpose of defending, unwinding, or otherwise enjoining or precluding any foreclosure or eviction, and do not have an adverse effect on any of the Debtors' assets.

13. Absent further order of this Court, the automatic stay shall remain in full force and effect with respect to any and all other pending or future claims, cross-claims, third-party claims, and counterclaims by Interested Parties related to judicial and non-judicial foreclosure and eviction proceedings, including with respect to (a) monetary relief of any kind or any nature against the Debtors, (b) claims of recoupment or setoff, (c) relief that if granted would affect the amount, validity, and/or priority of lien(s) held by the Debtors, (d) relief that if granted would not terminate or preclude the prosecution and completion of a foreclosure or eviction, and (e) actions asserted in the form of a class action or collective action.

14. Should there be any disagreements between or among any Interested Parties and/or the Debtors regarding whether any claims, cross-claims, third-party claims, or counterclaims fall within the exception to the automatic stay approved by this Court, this Court shall have exclusive jurisdiction to hear and resolve such disputes.

Borrower Bankruptcy Proceedings

15. The automatic stay imposed by section 362(a) of the Bankruptcy Code applicable against a borrower who has sought, or may seek during the pendency of these cases, bankruptcy protection under chapters 7, 11, 12, or 13 of the Bankruptcy Code (each, a “**Bankrupt Borrower**”), is hereby modified pursuant to the following terms and conditions:

- a. except as set forth herein, and provided an action outlined below would not affect the value or validity of an asset or claim held by the Debtors, a Bankrupt Borrower, a Bankruptcy Trustee, or a United States Trustee shall be entitled:
 - (i) to assert or continue to assert an objection to a proof of claim, notice of payment change, notice of postpetition fee, expense, or charge, or response to notice of final cure (collectively, the “**Required Bankruptcy Documents**”) filed by the Debtors in the Bankrupt Borrower’s bankruptcy case;

- (ii) to assert or continue to assert an objection to a motion to lift the automatic stay filed by the Debtors in the Bankrupt Borrower's bankruptcy case;
 - (iii) to assert appeals with respect to items (i) and (ii); and
 - (iv) to seek an accounting from the Debtors with respect to the Bankrupt Borrower's loan;
- b. except as set forth herein, a Bankrupt Borrower shall be entitled:
 - (v) to engage in court-supervised or court-authorized loss-mitigation programs regarding the Bankrupt Borrower's loan; and
 - (vi) to engage in discussion with the Debtors and execute a modification of the Bankrupt Borrower's loan or otherwise discuss, enter into, and consummate settlements of claims and liens in accordance with the ordinary course of the Debtors' business and applicable law;
- c. absent further order of this Court, the automatic stay shall remain in full force and effect with respect to all the Bankrupt Borrower's, the Bankruptcy Trustee's, and the United States Trustee's direct claims, counterclaims, motions, or adversary proceedings:
 - (vii) for monetary relief of any kind and of any nature against the Debtors, with the exception of: (A) a reduction in the amount of arrearage listed on a proof of claim that would not affect the total amount of the claim; (B) an objection to the amount listed on a notice of payment change; or (C) an objection to the amount past due listed on a response to notice of final cure;
 - (viii) for violation of any local, state, or federal statute or other law in connection with the origination of the Bankrupt Borrower's loan;
 - (ix) for relief that if granted, would have an effect on the amount, validity, or priority of the Debtors' claim or lien against a Bankrupt Borrower or the property of the Bankrupt Borrower securing such claim or lien of the Debtors; or
 - (x) asserted in the form of a class action;
- d. absent further order of this Court, the automatic stay shall remain in full force and effect with respect to any party seeking to intervene

to assert related claims against the Debtors or any class action or collective action brought by any Bankrupt Borrower on behalf of any other class of borrowers;

- e. with the sole exception of objections to Debtors' proofs of claim permitted by subsection (a)(i) above, and solely for purposes of reducing any such claim and not for the purpose of obtaining an affirmative recovery or award, under no circumstances shall a Bankrupt Borrower, a Bankruptcy Trustee, or a United States Trustee be entitled to recoup, setoff, or collect from the Debtors any judgment or award related to any direct claim or counterclaim for which the automatic stay has been lifted by the terms of this Order;
- f. the Debtors shall retain the right, upon appropriate motion and notice to any Bankrupt Borrower, Bankruptcy Trustee, or United States Trustee, to seek to impose any provision of section 362(a) of the Bankruptcy Code modified by this Order, and to the extent such relief is sought, the Debtors will not object to such party's telephonic participation at any hearing on such motion;
- g. nothing set forth herein shall preclude or limit any Bankrupt Borrower, Bankruptcy Trustee, or United States Trustee from seeking relief from the automatic stay under section 362(a) of the Bankruptcy Code on appropriate motion and notice to the Debtors and parties in interest; and
- h. should there be any disagreements between the Debtors, a Bankrupt Borrower, a Bankruptcy Trustee, or a United States Trustee regarding whether any actions, claims, or counterclaims fall within the exception to the automatic stay approved by the Court, the Court shall have exclusive jurisdiction to hear and resolve such dispute.

Actions Involving Amount, Validity, or Priority of Liens

16. The automatic stay imposed by section 362(a) of the Bankruptcy Code applicable to actions involving the amount, validity, and/or priority of liens with respect to properties subject to mortgages owned or serviced by Ditech (such actions, "**Title Disputes**") is hereby modified to allow Interested Parties to assert a defense, including the appeals of such, in Title Disputes.

17. Absent further order of this Court, the automatic stay shall remain in full force and effect with respect to any and all other pending or future claims, cross-claims, third-party

claims, and counterclaims against the Debtors, including with respect to (a) monetary relief of any kind or any nature against the Debtors, (b) relief that if granted would affect the amount, validity, and/or priority of lien(s) held by the Debtors, (c) actions for partition, eminent domain, or seizure of the property securing lien(s) held by the Debtors, (d) relief that is not necessary for the resolution of the Title Dispute, or (e) actions asserted in the form of a class action or collective action.

18. Should there be any disagreements between or among any Interested Parties and/or the Debtors regarding whether any claims, cross-claims, third-party claims, or counterclaims fall within the exception to the automatic stay approved by this Court, this Court shall have exclusive jurisdiction to hear and resolve such disputes.

Additional Relief Related to Ginnie Mae and Fannie Mae

19. The Debtors are authorized to provide to Ginnie Mae and Fannie Mae assurances of future performance under the applicable Ginnie Mae Agreements and Fannie Mae Agreements, as applicable, on the terms and conditions set forth in **Schedules 1** and **2** to this Order and to comply therewith; *provided, that*, nothing herein, including the provision of such assurances, shall be deemed to constitute an assumption or rejection of any executory contract or prepetition or postpetition agreement between the Debtors and Ginnie Mae or Fannie Mae, as applicable. The acceptance by Ginnie Mae and Fannie Mae of the assurances and related relief granted pursuant to this Order shall not be deemed to constitute consent by Ginnie Mae or Fannie Mae of the assumption and assignment of the Ginnie Mae Agreements or Fannie Mae Agreements or release the Debtors from any obligations under the Ginnie Mae Agreements or Fannie Mae Agreements. Notwithstanding anything herein or in any order to the contrary, Ginnie Mae and Fannie Mae may seek additional assurance or modification to its grant of assurance provided

herein so as to provide different or additional assurances, without prejudice to the right of the Debtors or any other party in interest to contest any such addition or modification.

20. For the avoidance of doubt, all payments by the Debtors to Ginnie Mae, Ginnie Mae-guaranteed MBS investors and Fannie Mae (including, without limitation, payments of principal and interest, Servicer Advances, and other servicing and subservicing related fees and claims, and with respect to the loans in Ginnie Mae sponsored securitizations (the “**Ginnie Securitized Loans**”), securitization related, escrows, fees and claims), and payments of the MECA REO Sale Proceeds shall be made free and clear of any lien, security interest, or other interest of any party, including, without limitation, any prepetition or postpetition lenders. The principal, interest, and funds for the payment of property taxes and insurance premiums collected by RMS in connection with its performance of the Servicing Obligations and the MECA REO Sale Proceeds are not property of the Debtors estates under section 541 of the Bankruptcy Code, and no lien or other interest therein will be given by the Debtors to any party.

21. Nothing in this Order constitutes a determination as to the applicability, if any, of the automatic stay under section 362(a) of the Bankruptcy Code to requests by Ginnie Mae or Fannie Mae to the Debtors to honor their servicing-related and with respect to the Ginnie Mae securitized loans, securitization-related, commitments and obligations, including, without limitation, requests for payment of principal and interest, Servicer Advances, and other origination-related, servicing-related, and with respect to Ginnie Mae securitized loans, securitization-related, fees and claims, in each case to the extent provided under the relevant Ginnie Mae Agreements and Fannie Mae Agreements. Rather, the Debtors, Fannie Mae, and Ginnie Mae each reserve their rights with respect to this issue.

22. To the extent that the automatic stay under section 362(a) of the Bankruptcy Code applies to requests by Ginnie Mae and Fannie Mae that the Debtors honor their servicing-related, and with respect to Ginnie Securitized Loans, securitization-related, commitments and obligations, the automatic stay is hereby modified to the limited extent necessary to allow Ginnie Mae and Fannie Mae to make such requests to the Debtors, including, without limitation, requests for payment of Servicer Advances and other servicing-related, and with respect to Ginnie Securitized Loans, securitization-related, fees and claims, in each case to the extent provided under the relevant Ginnie Mae Agreements or Fannie Mae Agreements; *provided, that*, Fannie Mae and Ginnie Mae reserve all rights to assert that they may exercise any and all rights available to them under their respective agreements notwithstanding the automatic stay.

Other Relief

23. Nothing in the Motion or this Interim Order shall be deemed to authorize the Debtors to accelerate any payments not otherwise due prior to the date of the final hearing to consider the relief requested in the Motion (the “**Final Hearing**”).

24. Nothing contained in the Motion or this Interim Order, nor any payment made pursuant to the authority granted by this Interim Order, shall constitute or be construed as (i) an admission as to the validity of any claim against the Debtors; (ii) a waiver of the Debtors’ or any appropriate party in interest’s rights to dispute the amount of, basis for, or validity of any claim against the Debtors; (iii) a waiver of any claims or causes of action which may exist against any creditor or interest holder; or (iv) an approval, assumption, adoption, or rejection of any agreement, contract, lease, program, or policy between the Debtors and any third party under section 365 of the Bankruptcy Code.

25. Notwithstanding anything to the contrary contained herein or in the Motion, any payment, obligation or other relief authorized by this Order shall be subject to and limited by the requirements imposed on the Debtors under the terms of any interim and/or final order approving the *Debtors' Motion for Interim and Final Orders Pursuant to 11 U.S.C. §§ 105, 361, 362, 363, 364, 365, 503, 507, 546, 548, 555, 559, and 561 (A) Authorizing Debtors to Enter Into Repurchase Agreement Facilities, Servicer Advance Facilities and Related Documents; (B) Authorizing Debtors to Sell Mortgage Loans and Servicer Advance Receivables in the Ordinary Course of Business; (C) Granting Back-Up Liens and Superpriority Administrative Expense Claims; (D) Authorizing Use of Cash Collateral and Granting Adequate Protection; (E) Modifying the Automatic Stay; (F) Scheduling a Final Hearing; and (G) Granting Related Relief*, as may be amended or superseded from time to time, or any budget in connection therewith, entered by the Court in these chapter 11 cases.

26. Nothing herein shall create, nor is intended to create, any rights in favor of or enhance the status of any claim held by any party.

27. Nothing herein shall be construed to limit the right of any governmental unit (as such term is defined in section 101(27) of the Bankruptcy Code) to take any action not subject to the automatic stay.

28. The requirements of Bankruptcy Rule 6003(b) have been satisfied.

29. Under the circumstances of these chapter 11 cases, notice of the Motion is adequate under Bankruptcy Rule 6004(a).

30. Notwithstanding Bankruptcy Rule 6004(h), this Order shall be immediately effective and enforceable upon its entry.

31. The Final Hearing shall be held on _____, 2019, at _____ (**Prevailing Eastern Time**) and any objections or responses to the Motion shall be in writing, filed with the Court, and served in accordance with the Case Management Order.

32. This Interim Order is effective only from the date of entry through this Court's disposition of the Motion on a final basis; provided that the Court's ultimate disposition of the Motion on a final basis shall not impair or otherwise affect any action taken pursuant to this Interim Order.

33. The Debtors are authorized to take all action necessary to effectuate the relief granted in this Interim Order.

34. The Court shall retain jurisdiction to hear and determine all matters arising from or related to the implementation, interpretation, and /or enforcement of this Order.

Dated: _____, 2019
New York, New York

UNITED STATES BANKRUPTCY JUDGE

Schedule 1

Ginnie Mae Assurance of Future Performance

Reverse Mortgage Solutions, Inc.
Ginnie Mae Assurance of Future Performance¹

1. RMS will provide Ginnie Mae staff and its designees with regular access to RMS's facilities, including reasonable access to the Debtors' books, records, and accounts, so as to allow Ginnie Mae to oversee RMS's performance of its securitization duties.
2. RMS will at all times maintain its securitization performance to the standards set forth in those certain Master Servicing Agreements dated as of March 6, 2014 (together with all Guaranty Agreements, MBS prospectus documents, cross default agreements, escrow agreements, Tri-Party agreement, corporate guaranty, acknowledgement agreement, supplements, addendums, amendments, and related agreements, the "**Ginnie Mae Servicing Agreements**" and, together with the Ginnie Mae securitization guidelines (the "**Ginnie Mae Guide**"), the "**Ginnie Mae Agreements**,")) as well as to the following supplemental or existing standards:
 - (a) RMS shall deliver custodial account reconciliations of all P&I accounts relating to Ginnie Mae-guaranteed loans via tapes to Ginnie Mae on or before the 15th day of the month immediately following the reconciliation period;
 - (b) RMS shall provide Ginnie Mae with a copy of its key employee retention program and key employee incentive program and updates to form HUD 11702, as applicable;
 - (c) RMS shall provide notice to Ginnie Mae of senior management departures and updates to form HUD 11702, as applicable, as required by the Ginnie Mae Agreements;
 - (d) RMS shall provide Ginnie Mae with a report identifying the Critical Vendors for the Ginnie Mae-guaranteed MBS portfolio and access to a contact list of parties, as may be reasonably requested, (other than document custodians) to whom loan collateral documents have been or are delivered, including ancillary systems and location of any origination, credit, and servicing files, imaging and records stored in hard copy format;
 - (e) RMS shall provide all reporting and other securitization information as requested by Ginnie Mae, including such additional reports that may be reasonably requested, as currently permitted under the Ginnie Mae Agreements;
 - (f) RMS shall keep Ginnie Mae apprised of its ongoing compliance efforts, and will be entitled to apply for and obtain any extensions from Ginnie Mae, in Ginnie Mae's sole discretion, which extensions will not be withheld solely on the basis of RMS's bankruptcy proceedings. RMS may not seek extensions of the statutory requirement to obtain mortgage insurance or guaranty for pooled loans or

¹ Capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed to such terms in the Ginnie Mae Agreements.

extensions of regulatory requirements. A request to approve a transfer of issuer responsibility is not an extension request.

3. RMS shall timely comply with the Ginnie Buyout Obligations set forth in the Ginnie Mae Agreements.
4. RMS shall maintain response times to file requests as is current practice and RMS shall comply with the requisite timelines pursuant to the Ginnie Mae Agreements.
5. RMS shall comply with all the terms and conditions outlined in the Ginnie Mae Notice of Violation dated as of February 8, 2019.

Schedule 2

Fannie Mae Assurance of Future Performance

Reverse Mortgage Solutions, Inc.
Fannie Mae Assurances of Future Performance¹

1. RMS shall provide Fannie Mae staff with regular access to RMS facilities, including reasonable access to its books, records, and accounts, so as to allow Fannie Mae to oversee RMS's performance of its servicing duties.
2. RMS shall at all times maintain its servicing performance to the standards set forth in that certain Servicing Guide: Fannie Mae Single Family and that certain Fannie Mae Reverse Mortgage Loan Servicing Manual (collectively, the "**Fannie Mae Servicing Guides**"), and RMS's obligations thereunder are secured pursuant to that certain Pledge and Security Agreement dated as of December 19, 2014 (the "**Fannie Mae Pledge Agreement**" and together with the Fannie Mae Mortgage Selling and Servicing Contract and the Fannie Mae Servicing Guides, together with all supplements, addendums, amendments, and related agreements, the "**Fannie Mae Agreements**"). In addition:
 - (a) RMS shall deliver to Fannie Mae the following information: (i) on a quarterly basis, a completed Mortgage Bank Financial Reporting Form, (ii) monthly financial statements, and (iii) weekly liquidity reporting, in each case, on the same timeframe as such reports were delivered immediately prior to the Commencement Date;
 - (b) RMS shall provide Fannie Mae with a copy of its key employee retention program and key employee incentive program;
 - (c) RMS shall at all times maintain staffing levels commensurate with the portfolio, including maintaining adequate staffing within the requisite servicing departments;
 - (d) RMS shall provide notice to Fannie Mae within two (2) business days (i) of senior management departures and/or (ii) the number of loans per employee falling below the level as of the date of the bankruptcy filing;
 - (e) RMS shall timely comply with all servicing action plans;
 - (f) RMS shall continue regularly scheduled engagements with Fannie Mae, such as the monthly performance reviews at the current participation level, including RMS senior management;
 - (g) RMS shall provide all reporting and other servicing information as reasonably requested by Fannie Mae, including such additional reports that may be requested, as currently permitted under the Fannie Mae Servicing Guide and/or the Reverse Mortgage Loan Servicing Manual;

¹ Capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed to such terms in the Fannie Mae Agreements.

- (h) RMS shall keep Fannie Mae apprised of its ongoing compliance efforts, and will be entitled to apply for and obtain any extensions as it deems appropriate, which extensions will not be withheld solely on the basis of RMS's bankruptcy proceedings;
 - (i) RMS must use best efforts to reduce the net population of loans in tax and insurance default, by ensuring that the percentage is on par or less than the book average as provided by Fannie Mae;
 - (j) RMS shall timely respond to and resolve all requests for repurchase and "REO Gram" penalties for late reporting of loans entering "REO";
 - (k) RMS shall deliver to Fannie Mae "End of Month Exception Reports" in a timely manner and keep reverse mortgage loans in the "eBoutique" reverse mortgage reporting system up to date and reconciled to the RMS system;
 - (l) RMS shall remain responsible for the timely filing of FHA claims, including Initial and Supplemental claims; and
 - (m) RMS shall remain responsible for timely response to and payment of HECM claim curtailment billings from Fannie Mae.
3. RMS shall maintain response times to file requests (for servicing files) timely (within 30 days) as is current practice and RMS will comply with Fannie Mae timelines for appeal letters, identifying "impasse loans", and for supplying missing documents as well as timely addressing aged repurchase issues.
4. RMS shall at all times continue to provide services as referenced in the Mortgage Equity Conversion Asset Trust 2011-1 Servicing Agreement dated as of May 1, 2011. Such services to include: management and disposition of REO property and reviewing all FHA claims submitted by the servicer to ensure that any such claims were made in accordance with the FHA Handbook and the Servicing Agreement.

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

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	:
In re	:
	:
DITECH HOLDING CORPORATION, <i>et al.</i>,	:
	:
Debtors.¹	:
	:
-----X	

Chapter 11
Case No. 19-10412 (JLG)
(Jointly Administered)
Related Docket No. 10, 54, 187

**FINAL ORDER (I) AUTHORIZING
DEBTORS TO CONTINUE HONORING REVERSE
ISSUER AND SERVICING OBLIGATIONS IN THE ORDINARY COURSE
AND GRANTING RELATED RELIEF AND (II) MODIFYING AUTOMATIC
STAY ON A LIMITED BASIS TO FACILITATE DEBTORS' ONGOING OPERATIONS**

Upon the motion dated February 11, 2019 (the “**Motion**”)² of Ditech Holding Corporation and its debtor affiliates, as debtors and debtors in possession in the above-captioned chapter 11 cases (collectively, the “**Debtors**”), pursuant to sections 105(a), 362, 363(c), 363(f), 1107(a), and 1108 of the Bankruptcy Code and Bankruptcy Rules 4001, 6003, and 6004, the Debtors request authority, but not direction, to (a) (i) honor and fund the Ginnie Mae Buyout Obligations, (ii) continue their securitization activities, (iii) honor the Ginnie Mae Agreements; and (iv) remit the Ginnie Mae Commitment Fee, the Ginnie Mae Guaranty Fee, amounts due from Borrower Paydown (each as defined below), and certain administrative fees arising from RMS’s securitization activities; (b) (i) honor the Servicing Obligations, including by continuing to

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number, as applicable, are Ditech Holding Corporation (0486); DF Insurance Agency LLC (6918); Ditech Financial LLC (5868); Green Tree Credit LLC (5864); Green Tree Credit Solutions LLC (1565); Green Tree Insurance Agency of Nevada, Inc. (7331); Green Tree Investment Holdings III LLC (1008); Green Tree Servicing Corp. (3552); Marix Servicing LLC (6101); Mortgage Asset Systems, LLC (8148); REO Management Solutions, LLC (7787); Reverse Mortgage Solutions, Inc. (2274); Walter Management Holding Company LLC (9818); and Walter Reverse Acquisition LLC (8837). The Debtors’ principal offices are located at 1100 Virginia Drive, Suite 100, Fort Washington, Pennsylvania 19034.

² Capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed to such terms in the Motion. As used herein, the term “mortgage” and similar formulations include both mortgages and deeds of trust.

perform under the Fannie Mae Agreements and honor their obligations under the MECA, (ii) honor and pay the Curtailment Obligations, (iii) collect and securitize the Servicing Fees, and (iv) remit the Servicer Advances; (c) continue assignment and claim reimbursement activities; (d) continue to employ and pay prepetition claims of the Critical Vendors; (e) continue honoring RMS's indemnification obligations to FHA in connection with defective loans; (f) fulfill compliance and regulatory obligations; and (g) provide assurances of future performance to Ginnie Mae and Fannie Mae, all as more fully set forth in the Motion; and the Court having jurisdiction to consider the Motion and the relief requested therein pursuant to 28 U.S.C. §§ 157 and 1334, and the Amended Standing Order of Reference M-431, dated January 31, 2012 (Preska, C.J.); and consideration of the Motion and the requested relief being a core proceeding pursuant to 28 U.S.C. § 157(b); and venue being proper before the Court pursuant to 28 U.S.C. §§ 1408 and 1409; and due and proper notice of the Motion and Final Hearing (defined below) having been provided to the Notice Parties as set forth in the affidavit of service filed with respect thereto [ECF No. 45], and such notice having been adequate and appropriate under the circumstances, and it appearing that no other or further notice need be provided; and the Court having reviewed the Motion; and the Court having held a hearing to consider the relief requested in the Motion on an interim basis on February 13, 2019 (the “**Interim Hearing**”); and the Court having entered an order granting the relief requested in the Motion on an interim basis [ECF No. 54] and scheduling a final hearing on the Motion for March 14, 2019 (the “**Final Hearing**”); and, if necessary, the Final Hearing having been held to consider the relief requested in the Motion on a final basis; and upon the Lombardo Declaration, filed contemporaneously with the Motion, and the record of the Interim Hearing and the Final Hearing; and the Court having determined that the legal and factual bases set forth in the Motion establish just cause for the relief granted herein; and it appearing that the relief requested in the

Motion is in the best interests of the Debtors, their estates, creditors, and all parties in interest; and upon all of the proceedings had before the Court and after due deliberation and sufficient cause appearing therefor,

IT IS HEREBY ORDERED THAT:

1. The Motion is granted on a final basis to the extent set forth herein.
2. The Debtors are authorized, but not directed, to continue in the ordinary

course of business:

- a. (i) honor and fund the Ginnie Mae Buyout Obligations, (ii) continue their securitization activities, (iii) honor the Ginnie Mae Agreements; and (iv) remit the Ginnie Mae Commitment Fee, the Ginnie Mae Guaranty Fee, amounts due from Borrower Paydown, and certain administrative fees arising from RMS's securitization activities;
- b. (i) honor the Servicing Obligations, including by continuing to perform under the Fannie Mae Agreements and honor their obligations under the MECA, (ii) honor and pay the Curtailment Obligations, (iii) collect and securitize the Servicing Fees, and (iv) to make Servicer Advances;
- c. continue assignment and claim reimbursement activities;
- d. continue to make and/or accept certain incentive payments, concessions, or rebates to or from borrowers, lienholders, mortgagors, the heirs, estates, non-borrowing spouses, and other successors in interest of the foregoing, tenants, title companies, title insurers, purchasers from a tax sale or a foreclosure sale, or other parties with a claimed interest in the subject property or loan (each, an **"Interested Party"**) with respect to foreclosures, evictions, short sales, heir payoffs, Title Disputes (as defined below), collection actions, loan payoffs, insurance disputes, replevins, and similar servicing related actions (collectively, the **"Loss Mitigation Payments"**) and continue to enter into, and perform under existing, repayment, forbearance or deferment arrangements with Interested Parties to compromise or settle claims related to loans owned, serviced or subserviced by the Debtors, and including honoring all obligations related thereto that accrued in whole or part prior to the Commencement Date;
- e. continue to conduct foreclosures, short sales, heir payoffs, deeds in lieu of foreclosure, evictions, and similar actions, including to honor and to enter into settlements and other arrangements related thereto, including

on behalf of investors in accordance with the Debtors' existing servicing and subservicing obligations;

- f. continue to employ and pay prepetition claims of the Critical Vendors;
- g. continue honoring their indemnification obligations to FHA in connection with defective loans;
- h. fulfill compliance and regulatory obligations; and
- i. provide assurances of future performance to Ginnie Mae and Fannie Mae.

3. The Debtors are authorized, but not directed, to continue selling REO Property (i) on an "as is where is" basis and without any representation and warranties except for title, in the ordinary course of business, in their discretion and subject to their business judgment, and consistent with past practices, and (ii) free and clear of any and all liens and encumbrances (a) under section 363(f) of the Bankruptcy Code to the extent the Debtors own the REO Property, and (b) to the extent permitted pursuant to applicable non-bankruptcy law for REO Property owned by third parties; *provided, that*, to the extent any lien, claim, or encumbrance exists on the property that is the subject of such sale, it shall attach to the proceeds realized from such sale.

Additional Relief Related to the Debtors' Businesses

4. The Debtors are authorized but not directed, to continue in the ordinary course of business (a) to fulfill state licensing requirements and to pay related obligations, (b) to submit to, and comply with, state and federal regulatory exams and audits and to pay related obligations, costs, and expenses, and (c) to remediate errors and/or lack of compliance with laws or regulations, including by continuing (i) to make payments to borrowers (*e.g.*, in the form of reimbursements, refunds, and/or out-of-pocket expenses), (ii) to forgive past due amounts and/or assessed but unpaid fees or other charges, (iii) to pay fees, fines, and/or penalties, either directly to the applicable authority or through a Critical Vendor, (iv) to incur and pay certain expenses,

(v) to pay the costs and expenses of state and federal regulatory examinations, (vi) to take such other measures as may be required by, or agreed to with, state and federal regulators, and (vii) to perform any other adjustments to borrowers' accounts as part of the Debtors' compliance obligations.

5. If, after the Commencement Date, a Specified Servicing Default (as defined below) under any Specified Agreement (as defined below) has occurred, then the Specified Counterparty (as defined below) under such Specified Agreement may, in accordance with the terms of such Specified Agreement and notwithstanding the automatic stay, issue a written notice declaring that such Specified Servicing Default has occurred and is continuing (a "**Specified Servicing Default Notice**"), to the Debtors and their counsel, the DIP Agent and its counsel, the U.S. Trustee, counsel to the official committee of unsecured creditors appointed in these chapter 11 cases (the "**Creditors' Committee**"), and counsel to the Consenting Term Lenders (collectively, the "**Specified Servicing Default Notice Parties**"). To be effective hereunder, any Specified Servicing Default Notice shall (i) specify that it is a "Specified Servicing Default Notice", (ii) identify and attach copies of the relevant Specified Agreement(s), and (iii) otherwise comply with the requirements for such notice under the applicable Specified Agreement. If a Specified Servicing Default Notice has been delivered in accordance with this paragraph and the alleged Specified Servicing Default is not cured within the longer of (x) three (3) business days of the Specified Servicing Default Notice Parties' receipt of such Specified Servicing Default Notice and (y) the applicable cure, grace, or notice period set forth in the Specified Agreement, then, upon the running of such cure, grace or notice period, the Specified Counterparty may move for relief from the automatic stay in connection with such Specified Servicing Default, which such motion may be heard by this Court on an expedited basis (but in any event, no earlier than five (5) days after such motion is filed with this Court and served on the Specified Servicing Default Notice Parties) (a "**Lift Stay Motion**"). At any hearing on any Lift Stay Motion, the applicable

standards and burdens of proof and persuasion for relief from the automatic stay shall apply. Notwithstanding the automatic stay, solely to the extent necessary to effectuate its rights pursuant to this paragraph, and subject to the express terms of the applicable Specified Agreement, a Specified Counterparty may give notice to a Debtor in its servicing or servicing-related role pursuant to a Specified Agreement of the occurrence of any event, condition or default that, with the giving of notice, the passage of time, or both, would become a Specified Servicing Default. For purposes of this paragraph:

- a. **“Specified Agreement”** means any private servicing agreement, pooling and servicing agreement, or similar servicing agreement, in any such case, (x) permitting the securitization trustee, indenture trustee, or similar trustee party to such agreement (an **“MBS Trustee”**) a right to terminate servicing for the private label mortgage loans placed in the securitization trust subject to such agreement and (y) under which a Debtor is performing a servicing or servicing-related role postpetition in accordance with the relief granted in this Order with respect to private label mortgage loans that have been securitized;
- b. **“Specified Counterparty”** means the MBS Trustee party to such Specified Agreement; and
- c. **“Specified Servicing Default”** means a failure by any Debtor to timely (i) make a Servicer Advance, or (ii) remit or make deposits of assets, in any such case of clause (i) or (ii), required to be made or remitted by such Debtor, in its servicing or servicing-related role, pursuant to any Specified Agreement, which failure has continued beyond any applicable cure, grace or notice period set forth in such Specified Agreement and as a result of which the Specified Counterparty under such Specified Agreement would otherwise have the current right (but for the effect of the automatic stay and the provisions of this paragraph) to terminate the applicable Debtor from such servicing or servicing related role pursuant to the terms of such Specified Agreement.

6. For the avoidance of doubt, nothing herein nor the performance of the Debtors hereunder shall convert a prepetition debt to a postpetition administrative expense claim.

Critical Vendors

7. Pursuant to sections 105(a) and 363(c) of the Bankruptcy Code, the Debtors are authorized, but not directed, in the reasonable exercise of their business judgment, to pay some

or all of the prepetition claims of the Critical Vendors (each, a “**Critical Vendor Claim**”), upon such terms and in the manner provided in this Order and the Motion and subject to the Management Approval Process (as defined below); *provided*, that payments to Critical Vendors on account of prepetition claims shall not exceed \$40 million during the chapter 11 cases; *provided, further*, that payments to Critical Vendors on account of such prepetition claims may not be accelerated and shall be made only in the ordinary course in accordance with Customary Trade Terms.

8. As used herein, the term “**Management Approval Process**” means the advance review and approval by the chief financial officer of the Company, following consultation with the Debtors’ management and AlixPartners, LLP (collectively, with the chief financial officer, the “**Vendor Council**”), of payment of a Critical Vendor Claim. Twenty-four hours prior to any meeting of the Vendor Council to approve payment of any Critical Vendor Claim (the “**Review Period**”), the Debtors shall provide the Creditors’ Committee’s advisors with the following information:

- a. the summary schedules provided to the Vendor Council in connection with such proposed payments of Critical Vendor Claims; and
- b. a detailed listing of each such proposed payment of a Critical Vendor Claim, as well as supporting documentation, which listing and documentation shall be consistent with the form of information previously provided to the Creditors’ Committee’s advisors in connection with the previous payments of Critical Vendor Claims made by the Debtors.

During the Review Period, the Creditors’ Committee may communicate with AlixPartners, LLP and the designated representatives of the Debtors in order to discuss the proposed payments of Critical Vendor Claims, it being understood, however, that the receipt of the above described information by the Creditors’ Committee and its right to have communications with AlixPartners, LLP and the Debtors’ representatives with respect thereto shall not (a) constitute grounds for the

Creditors' Committee to object to the payment of any Critical Vendor Claim or (b) grant any consent right to the Creditors' Committee to the payment of any Critical Vendor Claim.

9. As soon as reasonably practicable following entry of this Order, the Debtors shall provide a list of potential Critical Vendors and potential Critical Vendor Claims to the Court and the U.S. Trustee (the "**Critical Vendors List**"). The Critical Vendors List shall not be publicly filed. The Debtors shall not pay a claim as a Critical Vendor Claim unless such claim is set forth on the Critical Vendors List; provided, that the Debtors may update the Critical Vendors List from time to time with two business days' written notice and opportunity to object to the U.S. Trustee and the advisors to the Creditors' Committee.

10. Promptly after entry of this Order and weekly thereafter, the Debtors shall provide counsel for the Creditors' Committee, counsel to the Term Loan Lender Ad Hoc Group, and the U.S. Trustee with a schedule of all payments made to the Critical Vendors on account of the Critical Vendor Claims in accordance with the terms of this Order, which shall include the name and address of the Critical Vendor and the amount and date of the payment.

11. If a Critical Vendor refuses to supply products and/or services to the Debtors on Customary Trade Terms (or such other terms as are agreed by the parties) following receipt of payment on its prepetition claim, then the Debtors may, upon notice to the Creditors' Committee, and without further order of the Court:

- a. Declare that any payments made to the Critical Vendor on account of such claim be deemed to have been in payment of then-outstanding (or subsequently accruing) postpetition claims of the Critical Vendor without further order of the Court or action by any person or entity; and
- b. Take actions to recover or seek disgorgement of any payment made to the Critical Vendor on account of its prepetition claim to the extent that the payments exceeded the postpetition claims of the Critical Vendor, without giving effect to any rights of setoff,

recoupment, claims, provision for payment of reclamation or trust fund claims, or other defense.

12. Under such circumstances, such Critical Vendor shall immediately repay to the Debtors any payment made to it on account of its prepetition claims to the extent that such payments exceed its postpetition claims, without giving effect to any rights of setoff, recoupment, claims, provision for payment of reclamation or trust fund claims, or other defense.

13. Nothing herein shall:

- a. Constitute a waiver of the Debtors' rights to seek damages, disgorgement or other appropriate remedies against any breaching Critical Vendor;
- b. Be construed to waive, limit, or in any way affect the Debtors' ability to dispute a claim of a Critical Vendor;
- c. Be deemed an admission to the validity of the underlying obligation, including any payment made pursuant to this Order;
- d. Be deemed to constitute an assumption or rejection of any executory contract or pre- or postpetition agreement between the Debtors and a Critical Vendor; or
- e. Be deemed to require the Debtors to make any of the payments to the Critical Vendors authorized herein.

14. Notwithstanding entry of this Order, the Debtors' rights to enforce the automatic stay provision of section 362 of the Bankruptcy Code with respect to any creditor who demands payment of its prepetition claims as a condition to doing business with the Debtors postpetition are preserved.

Limited Relief from Automatic Stay

Borrower Foreclosure, Eviction, and Related Proceedings

15. The stay imposed by section 362(a) of the Bankruptcy Code is hereby modified to allow Interested Parties to assert and prosecute claims, cross-claims, third-party claims, and counter-claims related to judicial and non-judicial foreclosure, eviction, replevin, and

collection actions (each a “**Default Action**”) brought by the Debtors to the limited extent such claims, cross-claims, third-party claims, and counterclaims, including the appeal and settlement of such, (a) have the sole purpose of defending, unwinding, or otherwise enjoining or precluding the relief sought by the Debtors in the Default Action, (b) are necessary for the resolution of such Default Action, (c) do not result in any order, judgment, or decree against the Debtors entitling any party to an award of money damages, including, without limitation, Interested Parties’ attorneys’ fees or costs, and (d) do not result in a claim against property of any Debtor’s estate, other than as expressly allowed in Paragraph 19 below (collectively, the “**Permitted Default Actions**”).

16. Absent further order of this Court, the automatic stay shall remain in full force and effect with respect to any and all pending or future claims, cross-claims, third-party claims, and counterclaims by Interested Parties other than the Permitted Default Actions, including those with respect to (a) monetary relief of any kind or any nature against the Debtors, including, without limitation, Interested Parties’ attorneys’ fees or costs, (b) claims of recoupment or setoff, and (c) actions asserted in the form of a class action or collective action.

17. For convenience, to avoid prejudice, or to expedite and economize, the claims described in Paragraph 15 above may proceed separately from any other claim that is stayed by the Bankruptcy Code. Should there be any disagreements between or among any Interested Parties and/or the Debtors regarding whether any claims, cross-claims, third-party claims, or counterclaims fall within the exception to the automatic stay approved by this Court, this Court shall have exclusive jurisdiction to hear and resolve such disputes.

Borrower Bankruptcy Proceedings

18. The automatic stay imposed by section 362(a) of the Bankruptcy Code applicable against a borrower (including any heir, non-borrowing spouse, estate, and/or other

successor in interest) who has sought, or may seek during the pendency of these cases, bankruptcy protection under chapters 7, 11, 12, or 13 of the Bankruptcy Code (each, a “**Bankrupt Borrower**”), is hereby modified pursuant to the following terms and conditions:

- a. except as set forth herein, a Bankrupt Borrower, a Bankruptcy Trustee, or a United States Trustee shall be entitled:
 - (i) to assert or continue to assert an objection to a proof of claim, notice of payment change, notice of postpetition fee, expense, or charge, or response to notice of final cure (collectively, the “**Required Bankruptcy Documents**”) filed by the Debtors in the Bankrupt Borrower’s bankruptcy case;
 - (ii) to assert or continue to assert an objection to a motion to lift the automatic stay filed by the Debtors in the Bankrupt Borrower’s bankruptcy case;
 - (iii) to assert appeals with respect to items (i) and (ii); and
 - (iv) to seek an accounting from the Debtors with respect to the underlying reverse mortgage loan;
- b. except as set forth herein, a Bankrupt Borrower shall be entitled:
 - (i) to engage in court-supervised or court-authorized loss-mitigation programs regarding the underlying reverse mortgage loan; and
 - (ii) to engage in discussion with the Debtors and enter into, and consummate settlements of claims and liens in accordance with the ordinary course of the Debtors’ business and applicable law;
- c. absent further order of this Court, the automatic stay shall remain in full force and effect with respect to all the Bankrupt Borrower’s, the Bankruptcy Trustee’s, and the United States Trustee’s direct claims, counterclaims, motions, or adversary proceedings:³
 - (i) for monetary relief of any kind and of any nature against the Debtors, including, without limitation, attorneys’ fees or

3 United States Trustees have been included in this provision out of an abundance of caution. However, as referenced in Paragraph 30 of this Order, nothing herein shall be construed to limit the rights of the Office of the United States Trustee to take any action in these chapter 11 cases not subject to the automatic stay.

costs, with the exception of adjustments resulting from objections permitted pursuant to Paragraph 18(a)(i) above;

- (ii) for violation of any local, state, or federal statute or other law in connection with the origination of the underlying reverse mortgage loan;
 - (iii) asserted in the form of a class action;
- d. absent further order of this Court, the automatic stay shall remain in full force and effect with respect to (a) any party seeking to intervene in a Bankrupt Borrower's bankruptcy case to assert claims against the Debtors on behalf of itself or others (including, without limitation, a class of borrowers) and (b) any class action or collective action brought by any Bankrupt Borrower on behalf of any class;
 - e. with the sole exception of objections to Debtors' proofs of claim permitted by subsection (a)(i) above, and solely for purposes of reducing any such claim and not for the purpose of obtaining an affirmative recovery or award, under no circumstances shall a Bankrupt Borrower, a Bankruptcy Trustee, or a United States Trustee be entitled to recoup, setoff, or collect from the Debtors any judgment or award related to any direct claim or counterclaim for which the automatic stay has been lifted by the terms of this Order;
 - f. the Debtors shall retain the right, upon appropriate motion and notice to any Bankrupt Borrower, Bankruptcy Trustee, or United States Trustee, to seek to impose any provision of section 362(a) of the Bankruptcy Code modified by this Order, and to the extent such relief is sought, the Debtors will not object to such party's telephonic participation at any hearing on such motion;
 - g. nothing set forth herein shall preclude or limit any Bankrupt Borrower, Bankruptcy Trustee, or United States Trustee from seeking relief from the automatic stay under section 362(a) of the Bankruptcy Code on appropriate motion and notice to the Debtors and parties in interest; and
 - h. should there be any disagreements between the Debtors, a Bankrupt Borrower, a Bankruptcy Trustee, or a United States Trustee regarding whether any actions, claims, or counterclaims fall within the exception to the automatic stay approved by the Court, the Court shall have exclusive jurisdiction to hear and resolve such dispute.

Actions Involving Amount, Validity, or Priority of Liens

19. The automatic stay imposed by section 362(a) of the Bankruptcy Code applicable to actions involving the amount, validity, and/or priority of liens with respect to properties subject to mortgages owned or serviced by the Debtors (such actions, “**Title Disputes**”)⁴ is hereby modified to allow Interested Parties to defend and assert and prosecute claims, cross-claims, third-party claims, and counter-claims, including the appeal or settlement of such, in Title Disputes, to the limited extent such claims, cross-claims, third-party claims, and counterclaims (a) are necessary for the resolution of such Title Dispute and (b) do not result in any order, judgment, or decree against the Debtors entitling any party to an award of money damages including, without limitation, Interested Parties’ attorneys’ fees or costs (collectively, the “**Permitted Title Disputes**”).

20. Absent further order of this Court, the automatic stay shall remain in full force and effect with respect to any and all pending or future claims, cross-claims, third-party claims, and counterclaims against the Debtors other than Permitted Title Disputes, including those with respect to (a) monetary relief of any kind or any nature against the Debtors, including, without limitation, Interested Parties’ attorneys’ fees or costs, (b) actions for partition or criminal forfeiture or seizure of the property securing lien(s) held by the Debtors, (c) relief that is not necessary for the resolution of the Title Dispute, or (d) actions asserted in the form of a class action or collective action.

21. For convenience, to avoid prejudice, or to expedite and economize, the claims described in Paragraph 19 above may proceed separately from any other claim that is stayed

⁴ These actions include quiet title suits, efforts by third parties to foreclose their liens, eminent domain and condemnation suits, corrective and reformation actions, disputes with home owners associations or common interest associations, code violation actions, tax sales, and other analogous causes of action.

by the Bankruptcy Code. Should there be any disagreements between or among any Interested Parties and/or the Debtors regarding whether any claims, cross-claims, third-party claims, or counterclaims fall within the exception to the automatic stay approved by this Court, this Court shall have exclusive jurisdiction to hear and resolve such disputes.

Additional Relief Related to Ginnie Mae and Fannie Mae

22. The Debtors are authorized to provide to Ginnie Mae and Fannie Mae assurances of future performance under the applicable Ginnie Mae Agreements and Fannie Mae Agreements, as applicable, on the terms and conditions set forth in **Schedules 1** and **2** to this Order and to comply therewith; *provided, that*, nothing herein, including the provision of such assurances, shall be deemed to constitute an assumption or rejection of any executory contract or prepetition or postpetition agreement between the Debtors and Ginnie Mae or Fannie Mae, as applicable. The acceptance by Ginnie Mae and Fannie Mae of the assurances and related relief granted pursuant to this Order shall not be deemed to constitute consent by Ginnie Mae or Fannie Mae of the assumption and assignment of the Ginnie Mae Agreements or Fannie Mae Agreements or release the Debtors from any obligations under the Ginnie Mae Agreements or Fannie Mae Agreements. Notwithstanding anything herein or in any order to the contrary, Ginnie Mae and Fannie Mae may seek additional assurance or modification to its grant of assurance provided herein so as to provide different or additional assurances, without prejudice to the right of the Debtors or any other party in interest to contest any such addition or modification.

23. For the avoidance of doubt, all payments by the Debtors to Ginnie Mae, Ginnie Mae-guaranteed MBS investors and Fannie Mae (including, without limitation, payments of principal and interest, Servicer Advances, and other servicing and subservicing related fees and claims, and with respect to the loans in Ginnie Mae sponsored securitizations (the “**Ginnie**

Securitized Loans”), securitization related, escrows, fees and claims), and payments of the MECA REO Sale Proceeds shall be made free and clear of any lien, security interest, or other interest of any party, including, without limitation, any prepetition or postpetition lenders. The principal, interest, and funds for the payment of property taxes and insurance premiums collected by RMS in connection with its performance of the Servicing Obligations and the MECA REO Sale Proceeds are not property of the Debtors estates under section 541 of the Bankruptcy Code, and no lien or other interest therein will be given by the Debtors to any party.

24. Nothing in this Order constitutes a determination as to the applicability, if any, of the automatic stay under section 362(a) of the Bankruptcy Code to requests by Ginnie Mae or Fannie Mae to the Debtors to honor their servicing-related and with respect to the Ginnie Mae securitized loans, securitization-related, commitments and obligations, including, without limitation, requests for payment of principal and interest, Servicer Advances, and other origination-related, servicing-related, and with respect to Ginnie Mae securitized loans, securitization-related, fees and claims, in each case to the extent provided under the relevant Ginnie Mae Agreements and Fannie Mae Agreements. Rather, the Debtors, Fannie Mae, and Ginnie Mae each reserve their rights with respect to this issue. Without limiting the foregoing, in the event of a failure by any Debtor to timely (i) make a Servicer Advance, or (ii) remit or deposit receipts of the relevant mortgagee’s assets, in any such case, required to be made or remitted by such Debtor, in its servicing or servicing-related role, pursuant to any Fannie Mae Agreement, which failure has continued beyond any applicable cure, grace or notice period set forth in such Fannie Mae Agreement and as a result of which Fannie Mae under such Fannie Agreement would otherwise have the current right (but for the effect of the automatic stay, to the extent applicable) to terminate the applicable Debtor from such servicing or servicing related role pursuant to the terms of such

Fannie Mae Agreement, then Fannie Mae may elect to avail itself of procedures set forth in Paragraph 5 above, with respect to such failure.

25. To the extent that the automatic stay under section 362(a) of the Bankruptcy Code applies to requests by Ginnie Mae and Fannie Mae that the Debtors honor their servicing-related, and with respect to Ginnie Securitized Loans, securitization-related, commitments and obligations, the automatic stay is hereby modified to the limited extent necessary to allow Ginnie Mae and Fannie Mae to make such requests to the Debtors, including, without limitation, requests for payment of Servicer Advances and other servicing-related, and with respect to Ginnie Securitized Loans, securitization-related, fees and claims, in each case to the extent provided under the relevant Ginnie Mae Agreements or Fannie Mae Agreements; *provided, that*, Fannie Mae and Ginnie Mae reserve all rights to assert that they may exercise any and all rights available to them under their respective agreements notwithstanding the automatic stay.

Other Relief

26. Nothing contained in the Motion or this Order, nor any payment made pursuant to the authority granted by this Order, shall constitute or be construed as (i) an admission as to the validity of any claim against the Debtors; (ii) a waiver of the Debtors' or any appropriate party in interest's rights to dispute the amount of, basis for, or validity of any claim against the Debtors; (iii) a waiver of any claims or causes of action which may exist against any creditor or interest holder; or (iv) an approval, assumption, adoption, or rejection of any agreement, contract, lease, program, or policy between the Debtors and any third party under section 365 of the Bankruptcy Code.

27. Notwithstanding anything to the contrary contained herein or in the Motion, any payment, obligation or other relief authorized by this Order shall be subject to and limited by

the requirements imposed on the Debtors under the terms of any interim and/or final order approving the *Debtors' Motion for Interim and Final Orders (A) Authorizing Debtors to Enter Into Repurchase Agreement Facilities, Servicer Advance Facilities and Related Documents; (B) Authorizing Debtors to Sell Mortgage Loans and Servicer Advance Receivables in the Ordinary Course of Business; (C) Granting Back-Up Liens and Superpriority Administrative Expense Claims; (D) Authorizing Use of Cash Collateral and Granting Adequate Protection; (E) Modifying the Automatic Stay; (F) Scheduling a Final Hearing; and (G) Granting Related Relief* [ECF No. 26], as may be amended or superseded from time to time, or any budget in connection therewith, entered by the Court in these chapter 11 cases.

28. Nothing herein shall create, nor is intended to create, any rights in favor of or enhance the status of any claim held by any party.

29. Nothing herein shall be construed to limit the right of any governmental unit (as such term is defined in section 101(27) of the Bankruptcy Code) to take any action not subject to the automatic stay.

30. Nothing herein shall be construed to narrow or limit any exception to the automatic stay under section 362(b) of the Bankruptcy Code applicable to the United States Trustee Program or any other governmental unit pursuant to any police and regulatory power.

31. Under the circumstances of these chapter 11 cases, notice of the Motion is adequate under Bankruptcy Rule 6004(a).

32. Notwithstanding Bankruptcy Rule 6004(h), this Order shall be immediately effective and enforceable upon its entry.

33. The Debtors are authorized to take all action necessary to effectuate the relief granted in this Order.

34. The Court shall retain jurisdiction to hear and determine all matters arising from or related to the implementation, interpretation, and /or enforcement of this Order.

Dated: March 20, 2019
New York, New York

/s/ James L. Garrity, Jr.
HONORABLE JAMES L. GARRITY, JR.
UNITED STATES BANKRUPTCY JUDGE

Schedule 1

Ginnie Mae Assurance of Future Performance

Reverse Mortgage Solutions, Inc.
Ginnie Mae Assurance of Future Performance¹

1. RMS will provide Ginnie Mae staff and its designees with regular access to RMS's facilities, including reasonable access to the Debtors' books, records, and accounts, so as to allow Ginnie Mae to oversee RMS's performance of its securitization duties.
2. RMS will at all times maintain its securitization performance to the standards set forth in those certain Master Servicing Agreements dated as of March 6, 2014 (together with all Guaranty Agreements, MBS prospectus documents, cross default agreements, escrow agreements, Tri-Party agreement, corporate guaranty, acknowledgement agreement, supplements, addendums, amendments, and related agreements, the "**Ginnie Mae Servicing Agreements**" and, together with the Ginnie Mae securitization guidelines (the "**Ginnie Mae Guide**"), the "**Ginnie Mae Agreements**,") as well as to the following supplemental or existing standards:
 - (a) RMS shall deliver custodial account reconciliations of all P&I accounts relating to Ginnie Mae-guaranteed loans via tapes to Ginnie Mae on or before the 15th day of the month immediately following the reconciliation period;
 - (b) RMS shall provide Ginnie Mae with a copy of its key employee retention program and key employee incentive program and updates to form HUD 11702, as applicable;
 - (c) RMS shall provide notice to Ginnie Mae of senior management departures and updates to form HUD 11702, as applicable, as required by the Ginnie Mae Agreements;
 - (d) RMS shall provide Ginnie Mae with a report identifying the Critical Vendors for the Ginnie Mae-guaranteed MBS portfolio and access to a contact list of parties, as may be reasonably requested, (other than document custodians) to whom loan collateral documents have been or are delivered, including ancillary systems and location of any origination, credit, and servicing files, imaging and records stored in hard copy format;
 - (e) RMS shall provide all reporting and other securitization information as requested by Ginnie Mae, including such additional reports that may be reasonably requested, as currently permitted under the Ginnie Mae Agreements;
 - (f) RMS shall keep Ginnie Mae apprised of its ongoing compliance efforts, and will be entitled to apply for and obtain any extensions from Ginnie Mae, in Ginnie Mae's sole discretion, which extensions will not be withheld solely on the basis of RMS's bankruptcy proceedings. RMS may not seek extensions of the statutory

¹ Capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed to such terms in the Ginnie Mae Agreements.

requirement to obtain mortgage insurance or guaranty for pooled loans or extensions of regulatory requirements. A request to approve a transfer of issuer responsibility is not an extension request.

3. RMS shall timely comply with the Ginnie Buyout Obligations set forth in the Ginnie Mae Agreements.
4. RMS shall maintain response times to file requests as is current practice and RMS shall comply with the requisite timelines pursuant to the Ginnie Mae Agreements.
5. RMS shall comply with all the terms and conditions outlined in the Ginnie Mae Notice of Violation dated as of February 8, 2019.

Schedule 2

Fannie Mae Assurance of Future Performance

Reverse Mortgage Solutions, Inc.
Fannie Mae Assurances of Future Performance¹

1. RMS shall provide Fannie Mae staff with regular access to RMS facilities, including reasonable access to its books, records, and accounts, so as to allow Fannie Mae to oversee RMS's performance of its servicing duties.
2. RMS shall at all times maintain its servicing performance to the standards set forth in that certain Servicing Guide: Fannie Mae Single Family and that certain Fannie Mae Reverse Mortgage Loan Servicing Manual (collectively, the "**Fannie Mae Servicing Guides**"), and RMS's obligations thereunder are secured pursuant to that certain Pledge and Security Agreement dated as of December 19, 2014 (the "**Fannie Mae Pledge Agreement**" and together with the Fannie Mae Mortgage Selling and Servicing Contract and the Fannie Mae Servicing Guides, together with all supplements, addendums, amendments, and related agreements, the "**Fannie Mae Agreements**"). In addition:
 - (a) RMS shall deliver to Fannie Mae the following information: (i) on a quarterly basis, a completed Mortgage Bank Financial Reporting Form, (ii) monthly financial statements, and (iii) weekly liquidity reporting, in each case, on the same timeframe as such reports were delivered immediately prior to the Commencement Date;
 - (b) RMS shall provide Fannie Mae with a copy of its key employee retention program and key employee incentive program;
 - (c) RMS shall at all times maintain staffing levels commensurate with the portfolio, including maintaining adequate staffing within the requisite servicing departments;
 - (d) RMS shall provide notice to Fannie Mae within two (2) business days (i) of senior management departures and/or (ii) the number of loans per employee falling below the level as of the date of the bankruptcy filing;
 - (e) RMS shall timely comply with all servicing action plans;
 - (f) RMS shall continue regularly scheduled engagements with Fannie Mae, such as the monthly performance reviews at the current participation level, including RMS senior management;
 - (g) RMS shall provide all reporting and other servicing information as reasonably requested by Fannie Mae, including such additional reports that may be requested, as currently permitted under the Fannie Mae Servicing Guide and/or the Reverse Mortgage Loan Servicing Manual;

¹ Capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed to such terms in the Fannie Mae Agreements.

- (h) RMS shall keep Fannie Mae apprised of its ongoing compliance efforts, and will be entitled to apply for and obtain any extensions as it deems appropriate, which extensions will not be withheld solely on the basis of RMS's bankruptcy proceedings;
 - (i) RMS must use best efforts to reduce the net population of loans in tax and insurance default, by ensuring that the percentage is on par or less than the book average as provided by Fannie Mae;
 - (j) RMS shall timely respond to and resolve all requests for repurchase and "REO Gram" penalties for late reporting of loans entering "REO";
 - (k) RMS shall deliver to Fannie Mae "End of Month Exception Reports" in a timely manner and keep reverse mortgage loans in the "eBoutique" reverse mortgage reporting system up to date and reconciled to the RMS system;
 - (l) RMS shall remain responsible for the timely filing of FHA claims, including Initial and Supplemental claims; and
 - (m) RMS shall remain responsible for timely response to and payment of HECM claim curtailment billings from Fannie Mae.
3. RMS shall maintain response times to file requests (for servicing files) timely (within 30 days) as is current practice and RMS will comply with Fannie Mae timelines for appeal letters, identifying "impasse loans", and for supplying missing documents as well as timely addressing aged repurchase issues.
4. RMS shall at all times continue to provide services as referenced in the Mortgage Equity Conversion Asset Trust 2011-1 Servicing Agreement dated as of May 1, 2011. Such services to include: management and disposition of REO property and reviewing all FHA claims submitted by the servicer to ensure that any such claims were made in accordance with the FHA Handbook and the Servicing Agreement.

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

<hr/>)	
<u>In re</u>	)	Chapter 11
)	
Ditech Holding Corporation, et al.,	)	Case No. 19-10412
)	
Debtors.	)	(Jointly Administered)
<hr/>)	

SCHEDULES OF ASSETS AND LIABILITIES FOR

Reverse Mortgage Solutions, Inc.

Case No: 19-10422

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

-----X	
	:
In re	: Chapter 11
	:
DITECH HOLDING CORPORATION, <i>et al.</i>,	: Case No. 19-10412 (JLG)
	:
Debtors.¹	: (Jointly Administered)
	:
-----X	

**GLOBAL NOTES AND STATEMENTS OF LIMITATIONS, METHODOLOGY,
AND DISCLAIMERS REGARDING THE DEBTORS' SCHEDULES OF
ASSETS AND LIABILITIES AND STATEMENTS OF FINANCIAL AFFAIRS**

Ditech Holding Corporation (“**Ditech**”) and certain of its affiliates, as debtors and debtors in possession (collectively, the “**Debtors**” or the “**Company**”), are filing their respective Schedules of Assets and Liabilities (each, a “**Schedule**,” and, collectively, the “**Schedules**”) and Statements of Financial Affairs (each, a “**Statement**” or “**SOFA**” and, collectively, the “**Statements**” or “**SOFAs**”) in the Bankruptcy Court for the Southern District of New York (the “**Bankruptcy Court**”) pursuant to section 521 of chapter 11 of title 11 of the United States Code (the “**Bankruptcy Code**”) and Rule 1007 of the Federal Rules of Bankruptcy Procedure (the “**Bankruptcy Rules**”).

These Global Notes and Statements of Limitations, Methodology, and Disclaimer Regarding the Debtors’ Schedules of Assets and Liabilities and Statements of Financial Affairs (collectively, the “**Global Notes**”) pertain to, are incorporated by reference in, and comprise an integral part of all of the Schedules and Statements. The Global Notes are in addition to the specific notes set forth below with respect to particular Schedules and Statements (the “**Specific Notes**,” and, together with the Global Notes, the “**Notes**”). These Global Notes should be referred to, and referenced in connection with, any review of the Schedules and Statements.

The Debtors’ management prepared the Schedules and Statements with the assistance of their advisors and other professionals and have necessarily relied upon the efforts, statements, advice, and representations of personnel of the Debtors and the Debtors’ advisors and other professionals.

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number, as applicable, are Ditech Holding Corporation (0486); DF Insurance Agency LLC (6918); Ditech Financial LLC (5868); Green Tree Credit LLC (5864); Green Tree Credit Solutions LLC (1565); Green Tree Insurance Agency of Nevada, Inc. (7331); Green Tree Investment Holdings III LLC (1008); Green Tree Servicing Corp. (3552); Marix Servicing LLC (6101); Mortgage Asset Systems, LLC (8148); REO Management Solutions, LLC (7787); Reverse Mortgage Solutions, Inc. (2274); Walter Management Holding Company LLC (9818); and Walter Reverse Acquisition LLC (8837). The Debtors’ principal offices are located at 1100 Virginia Drive, Suite 100, Fort Washington, Pennsylvania 19034.

The Schedules and Statements are unaudited and subject to potential adjustment. In preparing the Schedules and Statements, the Debtors relied on financial data derived from their books and records that was available at the time of preparation. The Debtors' management team and advisors have made reasonable efforts to ensure that the Schedules and Statements are as accurate and complete as possible under the circumstances; however, subsequent information or discovery may result in material changes to the Schedules and Statements, and inadvertent errors or omissions may exist. Notwithstanding any such discovery, new information, or errors or omissions, the Debtors do not undertake any obligation or commitment to update the Schedules and Statements, except as required under the Bankruptcy Code.

The Debtors reserve all rights to amend or supplement the Schedules and Statements from time to time, in all respects, as may be necessary or appropriate, including the right to dispute or otherwise assert offsets or defenses to any claim reflected on the Schedules and Statements as to amount, liability, classification, identity of debtor or to otherwise subsequently designate any claim as "disputed," "contingent," or "unliquidated." Furthermore, nothing contained in the Schedules, Statements, or Notes shall constitute a waiver of any of the Debtors' rights or an admission with respect to their chapter 11 cases, including, but not limited to, any issues involving objections to claims, substantive consolidation, equitable subordination, defenses, characterization or re-characterization of contracts and leases, assumption or rejection of contracts and leases under the provisions of chapter 3 of the Bankruptcy Code, causes of action arising under the provisions of chapter 5 of the Bankruptcy Code, or any other relevant applicable laws to recover assets or avoid transfers.

The Schedules, Statements, and Notes should not be relied upon by any persons for information relating to current or future financial conditions, events, or performance of any of the Debtors.

1. **Description of the Cases.** On February 11, 2019 (the "**Commencement Date**"), each of the Debtors commenced a voluntary case under chapter 11 of the Bankruptcy Code. The Debtors are authorized to operate their businesses and manage their properties as debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code. On February 13, 2019, the Bankruptcy Court entered an order authorizing the joint administration of these cases pursuant to Bankruptcy Rule 1015(b). On February 27, 2019, the United States Trustee for Region 2 (the "**U.S. Trustee**") appointed an official committee of unsecured creditors pursuant to section 1102(a)(1) of the Bankruptcy Code (the "**Creditors' Committee**").
2. **Basis of Presentation.** For financial reporting purposes, the Debtors historically prepare consolidated financial statements, which include information for Ditech and its affiliates. The Schedules and Statements are unaudited and reflect the Debtors' reasonable efforts to report certain financial information of each Debtor on an unconsolidated basis. These Schedules and Statements neither purport to represent financial statements prepared in accordance with Generally Accepted Accounting Principles in the United States ("**GAAP**"), nor are they intended to be fully reconciled with the financial statements of each Debtor.

The Debtors attempted to attribute the assets and liabilities, certain required financial

information, and various cash disbursements to the particular Debtor entity. However, because the Debtors' accounting systems, policies, and practices were developed for consolidated reporting purposes, rather than reporting by legal entity, it is possible that not all assets, liabilities or amounts of cash disbursements have been recorded with the correct legal entity on the Schedules and Statements. Accordingly, the Debtors reserve all rights to supplement and/or amend the Schedules and Statements in this regard.

Given, among other things, the uncertainty surrounding the valuation of certain assets and liabilities, a Debtor may report more assets than liabilities. Such report shall not constitute an admission that such Debtor was solvent on the Commencement Date or at any time before or after the Commencement Date. Likewise, a Debtor reporting more liabilities than assets shall not constitute an admission that such Debtor was insolvent at the Commencement Date or any time before or after the Commencement Date.

3. **Reporting Date.** The Debtors completed a normal fiscal close for the period ending January 31, 2019 (the "**Reporting Date**"). Consequently, to simplify the reporting, the reported asset values in Schedules A and B, with the exception of estimated cash balances, align with the asset values as of the Reporting Date, and the liability values in Schedules D, E, and F are as of the Commencement Date, adjusted for authorized payments under the First Day Orders (as defined below). Estimated cash balances presented in Schedule A reflect bank balances as of the Commencement Date.
4. **Current Values.** Other than estimated bank cash balances, the assets and liabilities of each Debtor are listed on the basis of the fair value of the asset or liability in the respective Debtor's accounting books and records. Unless otherwise noted, the fair value ascribed in the Debtor's books is reflected in the Schedules and Statements.
5. **Confidentiality.** There may be instances where certain information was not included due to the nature of an agreement between a Debtor and a third party, concerns about the confidential or commercially sensitive nature of certain information, or to protect the privacy of an individual. The omissions are limited to only what is necessary to protect the Debtor or a third party and will provide interested parties with sufficient information to discern the nature of the listing.
6. **Consolidated Entity Accounts Payable and Disbursement Systems.** As described in the Cash Management Motion,² the Debtors utilize an integrated, centralized cash management system in the ordinary course of business to collect, concentrate, and disburse funds generated by their operations (the "**Cash Management System**"). The Debtors utilize various data systems to maintain a consolidated accounts payable and disbursements system to pay operating and administrative expenses through various disbursement accounts. These systems serve as the means by which all Debtor payables are recorded and paid.

² *Motion of Debtors Requesting Authority to (I) Continue Using Existing Cash Management System, Bank Accounts, and Business Forms, (II) Implement Changes to the Cash Management System in the Ordinary Course of Business, (III) Continue Intercompany Transactions, (IV) Provide Administrative Expense Priority for Postpetition Intercompany Claims, (V) Extend Time to Comply with, or Seek Waiver of, 11 U.S.C. § 345(b), and (VI) Granting Related Relief* (ECF No. 4) (the "**Cash Management Motion**").

In the ordinary course of business, the Debtors engage in a variety of intercompany transactions (the “**Intercompany Transactions**”) with other Debtor entities and non-Debtor affiliates that give rise to intercompany receivables and payables (the “**Intercompany Claims**”). Historically, Intercompany Claims are not required to be (and typically are not) settled by actual transfers of cash among the Debtors. Instead, the Debtors track all Intercompany Transactions in their accounting system, which concurrently are recorded on the applicable Debtor’s balance sheets.

7. **Accuracy.** Although the Debtors have made reasonable efforts to file complete and accurate Schedules and Statements, inadvertent errors or omissions may exist. The Debtors reserve all rights to amend and/or supplement the Schedules and Statements as is necessary or appropriate. The financial information disclosed herein was not prepared in accordance with federal or state securities laws or other applicable non-bankruptcy law or in lieu of complying with any periodic reporting requirements thereunder. Persons and entities trading in or otherwise purchasing, selling, or transferring the claims against or equity interests in the Debtors should evaluate this financial information in light of the purposes for which it was prepared. The Debtors are not liable for and undertake no responsibility to indicate variations from securities laws or for any evaluations of the Debtors based on this financial information or any other information.
8. **Net Book Value of Assets.** In many instances, current market valuations are not maintained by or readily available to the Debtors. It would be prohibitively expensive, unduly burdensome, and an inefficient use of estate resources for the Debtors to obtain current market valuations for all assets. As such, wherever possible, unless otherwise indicated, net book values as of the Reporting Date are presented. When necessary, the Debtors have indicated that the value of certain assets is “Unknown” or “Undetermined.” Amounts ultimately realized may vary materially from net book value (or other value so ascribed). Accordingly, the Debtors reserve all rights to amend, supplement, and adjust the asset values set forth in the Schedules and Statements. As applicable, fixed assets and leasehold improvement assets that fully have been depreciated or amortized, or were expensed for GAAP accounting purposes, have no net book value, and, therefore, are not included in the Schedules and Statements.
9. **Currency.** All amounts shown in the Schedules and Statements are in U.S. Dollars, unless otherwise indicated.
10. **Payment of Prepetition Claims Pursuant to First Day Orders.** Shortly after the Commencement Date, the Bankruptcy Court entered orders (the “**First Day Orders**”) authorizing, but not directing, the Debtors to, among other things, pay certain prepetition (a) amounts necessary to continue servicing and origination of forward mortgage loans in the ordinary course; (b) amounts necessary to honor reverse issuer and servicing obligations in the ordinary course; (c) insurance obligations; (d) obligations to critical vendors used in connection with the origination and servicing activities; (e) employee wages, salaries, and related items, including employee benefit programs and supplemental workforce obligations; and (f) taxes and assessments. Where the Schedules and Statements list creditors and set forth the Debtors’ scheduled amounts attributable to such claims, such

scheduled amounts reflect balances owed as of the Commencement Date. To the extent any adjustments are necessary for any payments made on account of such claims following the commencement of these chapter 11 cases pursuant to the authority granted to the Debtors by the Bankruptcy Court under the First Day Orders, such adjustments have been included in the Schedules and Statements unless otherwise noted on the applicable Schedule or Statement. The Debtors reserve the right to update the Schedules and Statements to reflect payments made pursuant to the First Day Orders that may not be represented in the attached Schedules and Statements.

11. **Other Paid Claims.** To the extent the Debtors have reached any postpetition settlement with a vendor or other creditor, the terms of such settlement will prevail, supersede amounts listed in the Schedules and Statements, and shall be enforceable by all parties, subject to Bankruptcy Court approval. To the extent the Debtors pay any of the claims listed in the Schedules and Statements pursuant to any orders entered by the Bankruptcy Court, the Debtors reserve all rights to amend and supplement the Schedules and Statements and take other action, such as filing claims objections, as is necessary and appropriate to avoid overpayment or duplicate payment for such liabilities.
12. **Setoffs.** The Debtors routinely incur certain setoffs from suppliers in the ordinary course of business. Setoffs in the ordinary course can result from various items including, but not limited to, pricing discrepancies, warranties, and other disputes between the Debtors and their suppliers. These routine setoffs are consistent with the ordinary course of business in the Debtors' industry, and, therefore, can be particularly voluminous, unduly burdensome, and costly for the Debtors to regularly document. Therefore, although such setoffs and other similar rights may have been accounted for when scheduling certain amounts, these ordinary course setoffs are not independently accounted for, and, as such, are excluded from the Schedules and Statements. Any setoff of a prepetition debt to be applied against the Debtors is subject to the automatic stay and must comply with the Bankruptcy Code.
13. **Property and Equipment.** Property and equipment are carried at cost. The costs of additions, improvements and major replacements are capitalized, while maintenance and repairs are charged to expense as incurred. Depreciation and amortization are recorded on a straight-line basis over the estimated useful lives of the related assets. Leasehold improvements and assets under capital leases are amortized over the lesser of the remaining term of the lease or the useful life of the leased asset. The property and equipment listed in these Schedules are presented without consideration of any mechanics' or other liens.
14. **Excluded Assets and Liabilities.** Certain liabilities resulting from accruals, liabilities recognized in accordance with GAAP and/or estimates of long-term liabilities either are not payable at this time or have not yet been reported. Therefore, they do not represent specific claims as of the Commencement Date and are not otherwise set forth in the Schedules. Additionally, certain deferred assets, charges, accounts or reserves recorded for GAAP reporting purposes only and certain assets with a net book value of zero are not included in the Schedules. Excluded categories of assets and liabilities include, but are not limited to, deferred tax assets and liabilities, deferred income, deferred charges, self-insurance reserves, favorable lease rights and unfavorable lease liabilities. Additionally, certain reverse loans

and loans subject to repurchase from Ginnie Mae have also been excluded. Other immaterial assets and liabilities may have been excluded.

15. **Debtors' Reservation of Rights.** Nothing contained in the Schedules, Statements, or Notes shall constitute a waiver of rights with respect to these chapter 11 cases, including, but not limited to, the following:
- a. Any failure to designate a claim listed on the Schedules and Statements as "disputed," "contingent," or "unliquidated" does not constitute an admission by the Debtors that such amount is not "disputed," "contingent," or "unliquidated." The Debtors reserve the right to dispute and to assert setoff rights, counterclaims, and defenses to any claim reflected on its Schedules as to amount, liability, and classification, and to otherwise subsequently designate any claim as "disputed," "contingent," or "unliquidated."
 - b. The listing of a claim (a) on Schedule D as "secured," (b) on Schedule E as "priority," (c) on Schedule F as "unsecured priority," or (d) listing a contract or lease on Schedule G as "executory" or "unexpired" does not constitute an admission by the Debtors of the legal rights of the claimant, or a waiver of the Debtors' rights to recharacterize or reclassify such claim or contract pursuant to a schedule amendment, claim objection or otherwise. Moreover, although the Debtors may have scheduled claims of various creditors as secured claims for informational purposes, no current valuation of the Debtors' assets in which such creditors may have a security interest has been undertaken. Except as provided in an order of the Court, the Debtors reserve all rights to dispute and challenge the secured nature or amount of any such creditor's claims or the characterization of the structure of any transaction, or any document or instrument related to such creditor's claim.
 - c. In the ordinary course of their businesses, the Debtors may lease equipment from certain third-party lessors for use in the daily operation of their business. Any such leases are set forth on Schedule G and any current amount due under such leases that were outstanding as of the Commencement Date is listed on Schedule F. The property subject to any of such leases is not reflected in either Schedule A or Schedule B as either owned property or assets of the Debtor nor is such property reflected in the Debtor's Statement of Financial Affairs as property or assets of third parties within the control of the Debtor. Nothing in the Schedules is or shall be construed as an admission or determination as to the legal status of any lease (including whether any lease is a true lease or a financing arrangement), and the Debtors reserve all rights with respect to any of such issues, including the recharacterization thereof.
 - d. The claims of individual creditors for, among other things, goods, products, services or taxes are listed as the amounts entered on the Debtors' books and records and may not reflect credits, allowances or other adjustments due from such creditors to the Debtors. The Debtors reserve all of their rights with regard to such credits, allowances and other adjustments, including the right to assert claims

objections and/or setoffs with respect to the same.

- e. The Debtors' businesses are part of a complex enterprise. Although the Debtors have exercised their reasonable efforts to ensure the accuracy of their Schedules and Statements, they nevertheless may contain errors and omissions. The Debtors hereby reserve all of their rights to dispute the validity, status, and enforceability of any contracts, agreements, and leases set forth on the Schedules and Statements, and to amend and supplement the Schedules and Statements as necessary.
 - f. The Debtors further reserve all of their rights, claims, and causes of action with respect to the contracts and agreements listed on the Schedules and Statements, including, but not limited to, the right to dispute and challenge the characterization or the structure of any transaction, document, and instrument related to a creditor's claim.
 - g. Listing a contract or lease on the Schedules and Statements shall not be deemed an admission that such contract is an executory contract, such lease is an unexpired lease, or that either necessarily is a binding, valid, and enforceable contract. The Debtors hereby expressly reserve the right to assert that any contract listed on the Schedules and Statements does not constitute an executory contract within the meaning of section 365 of the Bankruptcy Code, as well as the right to assert that any lease so listed does not constitute an unexpired lease within the meaning of section 365 of the Bankruptcy Code.
 - h. To timely close the books and records of the Debtors as of the Commencement Date and to prepare such information on a legal entity basis, the Debtors were required to make certain estimates and assumptions that affect the reported amounts of assets and liabilities and reported revenue and expenses as of the Commencement Date. The Debtors reserve all rights to amend the reported amounts of assets, liabilities, reported revenue and expenses to reflect changes in those estimates and assumptions.
16. **Addresses of Employees.** The Debtors have attempted to list each of their current employees' addresses as the Debtors' corporate address where reasonably possible to protect the privacy of the Debtors' employees. The Debtors have served and will continue to serve all necessary notices, including notice of the claims bar date, to the actual address of each of the Debtors' employees.
17. **Global Notes Control.** In the event that the Schedules or Statements differ from any of the foregoing Global Notes, the Global Notes shall control.

Specific Notes with Respect to the Debtors' Schedules of Assets and Liabilities

1. Schedules A/B

- a. **Part 1.** As set forth more fully in the Debtors' Cash Management Motion, the Debtors fund their operations through 16 operating accounts maintained by Ditech Financial LLC and Reverse Mortgage Solutions, Inc. The Debtors also maintain approximately 1,200 custodial accounts maintained in the name of a Debtor whereby such Debtor merely holds the account (and the funds in it) in trust or as custodian for a third party. The balances in the custodial accounts are not reflected in Schedule A.
- b. **Part 2.** Certain prepaid or amortized assets are listed in Part 2 in accordance with the Debtors' books and records. The amounts listed in Part 2 do not necessarily reflect assets the Debtors will be able to collect or realize. The amounts listed in Part 2 include, among other things, prepaid rent, prepaid IT maintenance, and prepaid employee benefits.

The Debtors have numerous deposits with utility companies serving certain geographies with multiple facilities. The carrying value of the deposits, as reflected in each of the Debtors' records, are listed in Part 2.

The Debtors also maintain security deposits in connection with the Debtors' non-residential real property leases. These deposits are included in the Schedules for the appropriate legal entity.

Prepaid expenses primarily consist of cash in advance amounts paid to numerous vendors in connection with the Debtors' servicing operations.

- c. **Part 3.** The Debtors' accounts receivable information includes receivables from the Debtors' customers, vendors, or other outside parties, which are calculated net of any amounts that, as of the Reporting Date, may be owed to such parties in the form of offsets or other price adjustments pursuant to the Debtors' customer programs and day-to-day operations or may, in the Debtors' opinion, be difficult to collect from such parties due to the passage of time or other circumstances. The Debtors do not indicate the age of accounts receivables in these Schedules and Statements. The accounts receivable balances in this section exclude intercompany related receivables. Intercompany balances are instead shown on the chart immediately following Part 3 of the Schedules.
- d. **Part 4.** Any of the Debtors' ownership interests in subsidiaries are listed in Schedule A/B, Part 4, as undetermined amounts, because the fair market value of such interests is dependent on numerous variables and factors and may differ significantly from the net book value.
- e. **Part 7.** The Debtors have identified owned office furniture, fixtures, and equipment. Actual realizable values may vary significantly when compared to net book values as

of the Reporting Date.

- f. **Part 9.** Property leased by the Debtors is listed in Schedule G and is not listed in Part 9 of Schedule A/B.
- g. **Part 10.** Part 10 identifies the various trademarks and licenses owned and maintained by the Debtors. Part 10 also includes a best effort listing of the Debtors' registered internet domains and websites. The act of not listing any specific domain or website is not a relinquishing of ownership. Certain of the Debtors have customer information from ordinary course business activities which contains personally identifiable information. Due to the need to protect confidential information and individual privacy, the Debtors have not furnished any customer lists on the Schedules.

As of the Reporting Date, the Debtors' books and records included balances for various intangible assets. The Schedules may not reflect the book balances of intangible assets because they may not be reflective of realizable values.

h. **Part 11.**

- i. **Notes Receivable.** The Notes Receivables reflected in the Schedules and Statements are primarily comprised of reverse mortgages purchased from Ginnie Mae³ securities, newly-originated mortgage loans, and residual interests in securitized mortgage trusts. These notes receivable are reflected at fair market value.
- ii. **Other Property.** Other property listed in the Debtors' Statements and Schedules primarily consists of real estate properties owned (or REO) by the Debtors that are in the process of disposition, and these assets are reflected at net realizable value. Other property also includes loan origination derivative assets such as interest rate lock commitments with borrowers and other hedging instruments reflected at fair value.
- iii. **Other contingent and unliquidated claims or causes of action of every nature.** In the ordinary course of business, the Debtors may have accrued, or may subsequently accrue, certain rights to counterclaims, cross-claims, setoffs, and refunds with suppliers, among other claims. Additionally, certain of the Debtors may be party to pending litigation in which the Debtors have asserted, or may assert, claims as plaintiffs, or counter-claims and/or cross-claims as defendants.

Despite exercising their reasonable efforts to identify all known assets, the Debtors may not have listed all of their causes of action or potential causes

³ As used herein, "Ginnie Mae" means the Government National Mortgage Association. Ginnie Mae is a federal corporation within the Department of Housing and Urban Development ("HUD"), a federal agency, that guarantees investors the timely payment of principal and interest on MBS backed by federally insured or guaranteed loans (e.g., loans insured by the Federal Housing Administration (the "FHA"), guaranteed by the Department of Veterans Affairs, or guaranteed by the Department of Agriculture).

of action against third parties as assets in their Schedules, including, but not limited to, avoidance actions arising under chapter 5 of the Bankruptcy Code and actions under other relevant non-bankruptcy laws to recover assets. The Debtors reserve all of their rights with respect to any claims and causes of action they may have. Neither these Notes nor the Schedules shall be deemed a waiver of any such claims or causes of action or to prejudice or impair the assertion thereof in any way.

- i. **Part 12.** The accounts receivable balances in this section exclude intercompany related receivables. Intercompany balances are instead shown on the chart immediately following Part 3 of the Schedules.
2. **Schedule D.** The claims listed on Schedule D, as well as the guarantees of those claims listed on Schedule H, arose and were incurred on various dates. A determination of the date upon which each claim arose or was incurred would be unduly burdensome and cost prohibitive. Accordingly, not all such dates are included for each claim. To the best of the Debtors' knowledge, all claims listed on Schedule D arose, or were incurred before the Commencement Date. Except as otherwise agreed or stated pursuant to a stipulation, agreed order, or general order entered by the Bankruptcy Court that is or becomes final, the Debtors and their estates reserve their right to dispute and challenge the validity, perfection, or immunity from avoidance of any lien purported to be granted or perfected in any specific asset to a creditor listed on Schedule D of any Debtor and, subject to the foregoing limitations, note as follows: (a) although the Debtors may have scheduled claims of various creditors as secured claims for informational purposes, no current valuation of the Debtors' assets in which such creditors may have a lien has been undertaken; (b) the Debtors reserve all rights to dispute and challenge the secured nature of any creditor's claim or the characterization of the structure of any such transaction or any document or instrument related to such creditor's claim; and (c) the descriptions provided on Schedule D are intended to be a summary. Reference to the applicable loan agreements and related documents is necessary for a complete description of the collateral and the nature, extent, and priority of any liens.

Pursuant to the Interim DIP Order,⁴ all amounts outstanding under the Debtors' Prepetition Warehouse Facilities (as defined in the Interim DIP Order) were refinanced, subject to customary challenge periods.

Except as specifically stated herein, real property lessors, equipment lessors, utility companies, and other parties which may hold security deposits or other security interests have not been listed on Schedule D. The Debtors have not listed on Schedule D any parties whose claims may be secured through rights of setoff, deposits, or advance payments posted by, or on behalf of, the Debtors, or judgment or statutory lien rights.

⁴ *Interim Order (A) Authorizing Debtors to Enter Into Repurchase Agreement Facilities, Servicer Advance Facilities and Related Documents; (B) Authorizing Debtors to Sell Mortgage Loans and Servicer Advance Receivables in the Ordinary Course of Business; (C) Granting Back-Up Liens and Superpriority Administrative Expense Claims; (D) Authorizing Use of Cash Collateral and Granting Adequate Protection; (E) Modifying the Automatic Stay; (F) Scheduling a Final Hearing; and (G) Granting Related Relief* [ECF No. 53] (the "**Interim DIP Order**").

3. Schedules E/F

- a. **Part 1.** The claims listed on Part I arose and were incurred on various dates. A determination of the date upon which each claim arose or was incurred would be unduly burdensome and cost prohibitive. Accordingly, no such dates are included for each claim listed on Part I. To the best of the Debtors' knowledge, all claims listed on Part I arose or were incurred before the Commencement Date. The Debtors have not listed any tax, wage, or wage-related obligations that the Debtors have paid pursuant to First Day Orders on Part I. The Debtors reserve their right to dispute or challenge whether creditors listed on Part I are entitled to priority claims under the Bankruptcy Code.

Claims owing to various taxing authorities to which the Debtors potentially may be liable are included on Part I. Certain of such claims, however, may be subject to ongoing audits and/or the Debtors may otherwise be unable to determine with certainty the amount of the remaining claims listed on Part I. Therefore, the Debtors have listed all such claims as contingent and unliquidated, pending final resolution of ongoing audits or other outstanding issues.

- b. **Part 2.** The Debtors have exercised their reasonable efforts to list all liabilities on Part 2 of each applicable Debtor. As a result of the Debtors' consolidated operations, however, Part 2 for each Debtor should be reviewed in these cases for a complete understanding of the unsecured claims against the Debtors. Certain creditors listed on Part 2 may owe amounts to the Debtors, and, as such, the Debtors may have valid setoff and recoupment rights with respect to such amounts. The amounts listed on Part 2 may not reflect any such right of setoff or recoupment, and the Debtors reserve all rights to assert the same and to dispute and challenge any setoff and/or recoupment rights that may be asserted against the Debtors by a creditor. Additionally, certain creditors may assert mechanics', materialman's, or other similar liens against the Debtors for amounts listed on Part 2. The Debtors reserve their right to dispute and challenge the validity, perfection, and immunity from avoidance of any lien purported to be perfected by a creditor listed on Part 2 of any Debtor. In addition, certain claims listed on Part 2 may potentially be entitled to priority under 11 U.S.C. § 503(b)(9).

The Debtors have made reasonable efforts to include all unsecured creditors on Part 2 including, but not limited to, trade creditors, landlords, utility companies, consultants, and other service providers. The Debtors, however, believe that there are instances where creditors have yet to provide proper invoices for prepetition goods or services. While the Debtors maintain general accruals to account for these liabilities in accordance with GAAP, these amounts are estimates and have not been included on Part 2. The Debtors have included intercompany claim amounts in Part 2 estimated as of January 31, 2019.

The Debtors' accounting system tracks vendors using a number and unique name assigned to each vendor. Because many vendors service multiple business areas for the Debtors, there may be instances in which the same vendor has been assigned

multiple vendor numbers and variations of the vendor's name. For purposes of Part 2, the Debtors have not aggregated all claims of such vendors with multiple vendor numbers and/or names. Rather, the Debtors have separately listed the claims of such vendors under each vendor number and name and should not be construed as giving rise to duplicate claims to a vendor for the same services or goods delivered to a Debtor. Unless otherwise noted, the claims listed on Part 2 are based on the Debtors' books and records as of the Commencement Date. The Debtors have excluded workers' compensation claims from the Statements because the Debtors continue to honor their workers' compensation obligations in the ordinary course in accordance with the *Final Order (I) Authorizing Debtors to (A) Pay Employee Obligations, (B) Continue Employee Benefit Programs, (II) and Granting Related Relief* (ECF No. 207), entered on March 19, 2019.

Part 2 also contains information regarding pending litigation involving the Debtors. In certain instances, the relevant Debtor that is the subject of the litigation is unclear or undetermined. To the extent that litigation involving a particular Debtor has been identified, however, such information is included on that Debtor's Schedule E/F. The amounts for these potential claims are listed as undetermined and marked as contingent, unliquidated, and disputed in the Schedules. See Specific Note, SOFA 7 for a description of the litigation listed in Part 2.

Part 2 does not include certain balances including deferred liabilities, accruals, or reserves. Such amounts are, however, reflected on the Debtors' books and records as required in accordance with GAAP. Such accruals primarily represent estimates of liabilities and do not represent specific claims as of the Commencement Date.

The claims of individual creditors may not reflect credits and/or allowances due from creditors to the applicable Debtor. The Debtors reserve all of their rights with respect to any such credits and/or allowances, including the right to assert objections and/or setoffs or recoupments with respect to same.

The Bankruptcy Court has authorized the Debtors to pay, in their discretion, certain non-priority unsecured claims, pursuant to the First Day Orders. To the extent practicable, each Debtor's Schedule E/F is intended to reflect the balance as of the Commencement Date, adjusted for postpetition payments under some or all of the First Day Orders. Each Debtor's Schedule E/F will reflect some of the Debtor's payment of certain claims pursuant to the First Day Orders, and, to the extent an unsecured claim has been paid or may be paid, it is possible such claim is not included on Schedule E/F. Certain Debtors may pay additional claims listed on Schedule E/F during these chapter 11 cases pursuant to the First Day Orders and other orders of the Bankruptcy Court and the Debtors reserve all of their rights to update Schedule E/F to reflect such payments or to modify the claims register to account for the satisfaction of such claims. Additionally, Schedule E/F does not include potential rejection damage claims, if any, of the counterparties to executory contracts and unexpired leases that have been, or may be, rejected.

4. **Schedule G.** Although reasonable efforts have been made to ensure the accuracy of Schedule G regarding executory contracts and unexpired leases (collectively, the "Agreements"), the Debtors' review process of the Agreements is ongoing and inadvertent

errors, omissions, or over-inclusion may have occurred. The Debtors may have entered into various other types of Agreements in the ordinary course of their businesses, such as indemnity agreements, supplemental agreements, amendments/letter agreements, and confidentiality agreements which may not be set forth in Schedule G. In addition, as described in herein, certain confidential information has been omitted from Schedule G. Omission of a contract or agreement from Schedule G does not constitute an admission that such omitted contract or agreement is not an executory contract or unexpired lease. Schedule G may be amended at any time to add any omitted Agreements. Likewise, the listing of an Agreement on Schedule G does not constitute an admission that such Agreement is an executory contract or unexpired lease or that such Agreement was in effect on the Commencement Date or is valid or enforceable. The Agreements listed on Schedule G may have expired or may have been modified, amended, or supplemented from time to time by various amendments, restatements, waivers, estoppel certificates, letters and other documents, instruments, and agreements which may not be listed on Schedule G.

Executory contracts for short-term service orders that are oral in nature have not been included in Schedule G.

Any and all of the Debtors' rights, claims and causes of action with respect to the Agreements listed on Schedule G are hereby reserved and preserved, and as such, the Debtors hereby reserve all of their rights to (a) dispute the validity, status, or enforceability of any Agreements set forth on Schedule G, (b) dispute or challenge the characterization of the structure of any transaction, or any document or instrument related to a creditor's claim, including, but not limited to, the Agreements listed on Schedule G, and (c) amend or supplement such Schedule as necessary.

Certain of the Agreements listed on Schedule G may have been entered into by or on behalf of more than one of the Debtors. Additionally, the specific Debtor obligor(s) to certain of the Agreements could not be specifically ascertained in every circumstance. In such cases, the Debtors have made reasonable efforts to identify the correct Debtor's Schedule G on which to list the Agreement.

5. **Schedule H.** The Debtors are party to various debt agreements which were executed by multiple Debtors and other domestic subsidiaries. The obligations of guarantors under prepetition secured credit agreements are noted on Schedule H for each individual Debtor. In the ordinary course of their businesses, the Debtors are involved in pending or threatened litigation and claims arising out of the conduct of their businesses. Some of these matters may involve multiple plaintiffs and defendants, some or all of whom may assert cross-claims and counter-claims against other parties. Because such claims are listed on each Debtor's Schedule F and SOFA Part 3, as applicable, they have not been set forth individually on Schedule H. Furthermore, the Debtors may not have identified on Schedule H certain guarantees that are embedded in the Debtors' executory contracts, unexpired leases, secured financings, debt instruments, and other such agreements. No claim set forth on the Schedules and Statements of any Debtor is intended to acknowledge claims of creditors that are otherwise satisfied or discharged by other Debtors or non-Debtors. Due to their voluminous nature, and to avoid unnecessary duplication, the Debtors have not included on

Schedule H debts for which more than one Debtor may be liable if such debts were already reflected on Schedule E/F or Schedule G for the respective Debtors subject to such debt. To the extent these Notes include notes specific to Schedules D-G, such Notes also apply to the co-Debtors listed in Schedule H. To the extent there are guarantees connected with any joint ventures to which the Debtor may be a party, such agreements are not identified in the Debtors' Schedules. The Debtors reserve all of their rights to amend the Schedules to the extent that additional guarantees are identified or such guarantees are discovered to have expired or be unenforceable.

Specific Notes With Respect to the Debtors' Statements of Financial Affairs

1. **SOFA 1.** The income stated in the Debtors' response to SOFA 1 is consistent with the consolidated sales disclosed in compliance with GAAP. The Debtors' fiscal year ends on the last day of each calendar year:
 - **FY 2017:** Comprised of 52 weeks ending December 31, 2017.
 - **FY 2018:** Comprised of 52 weeks ending December 31, 2018.
 - **FY 2019:** Comprised of 1 month ending January 31, 2019.
2. **SOFA 3.** The Debtors routinely transfer property, including money, title to properties, and mortgage servicing rights in the ordinary course of business. In addition, the Debtors routinely make payments to borrowers for refunds, insurance proceeds, overages and other customer-related payments in the ordinary course of business. These Schedules and Statements do not list such transfers of property made in the ordinary course of business operations as described in the Debtors' OCB Motions.⁵ As described in the Cash Management Motion, the Debtors utilize an integrated, centralized cash management system to collect, concentrate, and disburse funds generated by their operations. The obligations of the Debtors are primarily paid by and through Ditech Financial LLC and Reverse Mortgage Solutions, Inc., notwithstanding that certain obligations may be obligations of one or more of the Debtors consistent with the Cash Management Motion.

The payments disclosed in SOFA 3 are based on payments made by the Debtors with payment dates from November 12, 2018 to February 11, 2018. The actual dates that cash cleared the Debtors' bank accounts were not considered. The Debtors' accounts payable system does not include the corresponding payment clear dates and compiling this data would have required a significant manual review of individual bank statements. It is expected, however, that many payments included in SOFA 3 have payment clear dates that are the same as payment dates (*e.g.*, wires and other forms of electronic payments). The response to SOFA 3 excludes disbursements or transfers listed on SOFA 4. Amounts still owed to creditors will appear on the Schedules for each of the Debtors, as applicable.

All payments for services of any entities that provided consultation concerning debt counseling or restructuring services, relief under the Bankruptcy Code, or preparation of a petition in bankruptcy within one year immediately preceding the Commencement Date are listed on SOFA 11 and are not listed on SOFA 3.

⁵ *Motion of Debtors for Interim and Final Orders (I) Authorizing Debtors to Continue Origination and Servicing of Forward Mortgage Loans in Ordinary Course and Granting Related Relief, (II) Modifying Automatic Stay on a Limited Basis to Facilitate Debtors Ongoing Operations, and (III) Scheduling a Final Hearing (ECF No. 9) and Motion of Debtors for Interim and Final Orders (I) Authorizing Debtors to Continue Honoring Reverse Issuer and Servicing Obligations in the Ordinary Course and Granting Related Relief, (II) Modifying Automatic Stay on a Limited Basis to Facilitate Debtors Ongoing Operations, and (III) Scheduling a Final Hearing (ECF No. 10) (together, the "OCB Motions").*

3. **SOFA 4.** For purposes of the Schedules and Statements, the Debtors define insiders as (a) officers, directors, and anyone in control of a corporate debtor and their relatives; (b) general partners of a partnership debtor and their relatives; (c) affiliates of the debtor and insiders of such affiliates; (d) any managing agent of the debtor; and/or (e) individuals listed as insiders in the Debtors' KEIP Motion.⁶ The payroll-related amounts shown in response to this question for any salary, bonus or additional compensation, and/or severance payments are gross amounts that do not include reductions for amounts including employee tax or benefit withholdings. To the extent that insiders receive benefits, such as car allowances, those payments have been included as expense reimbursements to the extent paid directly to the employee. The Debtors also issue corporate-paid credit cards and reimburse direct business expenses incurred by insiders. Such business expenses have not been included in SOFA 4. Home addresses for directors, employees, and former employees identified as insiders have not been included in the Statements for privacy reasons. Amounts still owed to creditors will appear on the Schedules for each of the Debtors, as applicable.
4. **SOFA 5.** The Debtors routinely manage and sell properties in foreclosure as described in the OCB Motions. Such properties have not been included in SOFA 5.
5. **SOFA 7.** The Debtors are engaged in the business of originating, selling, and servicing residential real estate mortgage loans on behalf of the Debtors, their affiliates and other third party investors. In the ordinary course of business and at any time, a number of the mortgage loans the Debtors service are delinquent and in default. As part of the servicing function, the Debtors are required to commence foreclosure proceedings against certain borrowers and, if a foreclosure is not otherwise resolved, to complete the foreclosure sale of the mortgaged property (collectively, the "**Foreclosure Actions**"). The Debtors manage tens of thousands of Foreclosure Actions that were commenced either in the name of a Debtor or third party investors. Such Foreclosure Actions are often contested, where the borrower-defendant contests the foreclosure by filing an answer and affirmative defenses, by seeking a temporary restraining order, or by filing counterclaims or cross-claims against a Debtor entity. Furthermore, the Debtors manage hundreds of recovery and collection matters (collectively, the "**Recovery Actions**") on loans that they either own or service for third-party investors. These are accounts where, for whatever reason, a Debtor or the third party investor has decided not to pursue foreclosure, but to pursue collection activity against the borrower-defendant. Generally, the Foreclosure Actions and Recovery Actions commenced on behalf of the Debtors or third-party investors are not listed in the Schedules and Statements because these matters (a) are handled by third party law firms, (b) do not create an escalated litigation risk for the Debtors, and (c) do not give rise to claims against the Debtors. Litigation that is listed in the Schedules and Statements includes commercial litigation, class action litigation, and other litigation matters managed by the Debtors' legal departments because of claims asserted by or against the Debtors for money damages (the "**Escalated Actions**"). The Debtors routinely track the Escalated Actions and the Escalated Actions described in response to SOFA 7 are the pending proceedings of which the Debtors are aware.

⁶ *Motion of Debtors For Entry of an Order Approving Key Employee Incentive Program* (ECF No. 228) (the "**KEIP Motion**").

The Debtors reserve all of their rights and defenses with respect to any and all listed Escalated Actions. The listing of any such suits and proceedings shall not constitute an admission by the Debtors of any liabilities or that the actions or proceedings were correctly filed against the Debtors or any affiliates of the Debtors. The Debtors also reserve their rights to assert that neither the Debtors nor any affiliate of the Debtors is an appropriate party to such actions or proceedings.

6. **SOFA 9.** The donations and/or charitable contributions listed in response to SOFA 9 represent payments made to third parties during the applicable timeframe that were recorded as such within the Debtors books and records.
7. **SOFA 11.** All payments for services of any entities that provided consultation concerning debt counseling or restructuring services, relief under the Bankruptcy Code, or preparation of a petition in bankruptcy within one year immediately preceding the Commencement Date are listed on that Debtor's response to SOFA 11. Additional information regarding the Debtors' retention of professional service firms is more fully described in individual retention applications and related orders. In addition, the Debtors have listed payments made to professionals retained by the Debtors but not payments made to advisors of postpetition lenders or other parties on account of any applicable fee arrangements.
8. **SOFA 13.** The Debtors routinely transfer property, including money, title to properties, and mortgage servicing rights in the ordinary course of business. These Schedules and Statements do not list transfers of property made in the ordinary course of business as described in the OCB Motions.
9. **SOFA 16.** In the ordinary course of business in connection with their origination and servicing businesses, the Debtors collect certain personally identifiable information ("PII"), including but not limited to, their customers' names, home address, social security numbers, and bank accounts. A list of categories of collected PII is included in the response to SOFA 16. The Debtors maintain a privacy policy regarding the use of PII.
10. **SOFA 21.** In the ordinary course of business, the Debtors utilize leased property as a function of their servicing business. Such leases are listed on the Debtors' Schedule G.
11. **SOFA 25.** The Debtors have used their reasonable efforts to identify the beginning and ending dates of all businesses in which the Debtors were a partner or owned five percent or more of the voting or equity securities within the six years immediately preceding the Commencement Date. In certain instances, however, the dissolution dates of certain entities that are no longer in existence were not readily available and, therefore, are not included in SOFA 25.
12. **SOFA 26.** The Debtors provided financial statements in the ordinary course of business to certain parties for business, statutory, credit, financing and other reasons. Recipients include, among others, regulatory agencies, financial institutions, investment banks, debtholders and their legal and financial advisors. Financial statements have also been provided to other parties as requested, subject to customary non-disclosure requirements

where applicable.

13. **SOFA 30.** Any and all known disbursements to insiders of the Debtors have been listed in response to SOFA 4.

Reverse Mortgage Solutions, Inc.

Case Number:

19-10422

Schedule A/B: Assets — Real and Personal Property

Part 1: Cash and cash equivalents

1. Does the debtor have any cash or cash equivalents?

☐ No. Go to Part 2.

☒ Yes. Fill in the information below.

General description	Type of account (if applicable)	Last 4 digits of account # (if applicable)	Current value of debtor's interest
2. Cash on hand			
2.1			
3. Checking, savings, money market, or financial brokerage accounts (Identify all)			
3.1 TEXAS CAPITAL BANK	OPERATING	1223	\$179,672
3.2 TEXAS CAPITAL BANK	OPERATING	0966	\$100,012
3.3 WELLS FARGO BANK NA	OPERATING	0415	\$24,660,531
3.4 WELLS FARGO BANK NA	OPERATING	0970	\$924,772
3.5 WELLS FARGO BANK NA	OPERATING	8212	\$49,568
3.6 WELLS FARGO BANK NA	OPERATING	4350	\$34,040
3.7 WELLS FARGO BANK NA	OPERATING	7250	\$6,694,254
3.8 WELLS FARGO BANK NA	OPERATING	3265	\$3,000
4. Other cash equivalents (Identify all)			
4.1			
5. Total of Part 1.			\$32,645,850
Add lines 2 through 4. Copy the total to line 80.			

Reverse Mortgage Solutions, Inc.

Case Number: 19-10422

Schedule A/B: Assets — Real and Personal Property

Part 2: Deposits and prepayments

6. Does the debtor have any deposits or prepayments?

☐ No. Go to Part 3.

☒ Yes. Fill in the information below.

General description	Current value of debtor's interest
7. Deposits, including security deposits and utility deposits Description, including name of holder of deposit	
7.1 CENTRE GARDEN CITY, LLC.: LEASE- BUILDING	\$16,404
7.2 LENDINGTREE: MISC	\$2,500
7.3 NEWCOURSE: SECURITY DEPOSIT	\$77,590
8. Prepayments, including prepayments on executory contracts, leases, insurance, taxes, and rent Description, including name of holder of prepayment	
8.1 PREPAID EXPENSES	\$653,726
9. Total of Part 2 Add lines 7 through 8. Copy the total to line 81.	\$750,220

Reverse Mortgage Solutions, Inc.

Case Number: 19-10422

Schedule A/B: Assets — Real and Personal Property

Part 3: Accounts receivable

10. Does the debtor have any accounts receivable?

- ☐ No. Go to Part 4.
☒ Yes. Fill in the information below.

General description	Face or requested amount	Doubtful or uncollectable	Current value of debtor's interest
11. Accounts receivable			
11a. 90 days old or less:	-	=	
11b. Over 90 days old:	-	=	
11c. All accounts receivable:	\$53,449,679	\$0	\$53,449,679
12. Total of Part 3			\$53,449,679

Current value on lines 11a + 11b = line 12. Copy the total to line 82.

In re: Ditech Holding Corporation, et al.,
Intercompany Balance Matrix
Based upon Balance Sheet dated 1/31/2019

Receivable to

		Payable From												NON-FILING ENTITIES							
		DEBTOR ENTITIES																			
DEBTOR ENTITIES	Ditch Holding Corporation	DF Insurance Agency LLC	Ditch Financial LLC	Green Tree Credit LLC	Green Tree Credit Solutions LLC	Green Tree Insurance Agency of Nevada, Inc.	Green Tree Investment Holdings III LLC	Green Tree Servicing Corp.	Marix Servicing LLC	Mortgage Asset Systems, LLC	REO Management Solutions, LLC	Reverse Mortgage Solutions, Inc.	Walter Management Holding Company LLC	Walter Reverse Acquisition LLC	RMS 2018-09, LLC	RMS REO BRC, LLC	RMS REO BRC II, LLC	RMS REO CS, LLC	Non-Residual Trusts	Receivable Total	
		\$ 1,597,411.89	\$ 6,622,517.01						\$ 36,067.00		\$ 154,204.70	\$ 59,952,805.73								\$ 61,740,489.32	
	DF Insurance Agency LLC																			\$ 6,622,517.01	
	Ditch Financial LLC	\$ 297,319,113.32				\$ 27.04			\$ 805.31	\$ 1,367,183.16	\$ 3,522,466.47	\$ 20,858,938.85								\$323,068,534.15	
	Green Tree Credit LLC																			\$ -	
	Green Tree Credit Solutions LLC																			\$ -	
	Green Tree Insurance Agency of Nevada, Inc.																			\$ -	
	Green Tree Investment Holdings III LLC																			\$ -	
	Green Tree Servicing Corp.																			\$ -	
	Marix Servicing LLC																			\$ -	
	Mortgage Asset Systems, LLC	\$ 159,628.37																		\$ 159,628.37	
	REO Management Solutions, LLC												\$ 7,668,402.04							\$ 7,668,402.04	
	Reverse Mortgage Solutions, Inc.		\$ 5,087.40							\$ 803,910.46										\$ 2,041,034.34	
	Walter Management Holding Company LLC														\$ 420,037.66		\$ 811,998.82			\$ -	
	Walter Reverse Acquisition LLC																			\$ -	
NON-FILING ENTITIES	RMS 2018-09, LLC	\$ 278,457.00																		\$ 278,457.00	
	RMS REO BRC, LLC	\$ 68,183.00																		\$ 100,524.49	
	RMS REO BRC II, LLC											\$ 32,341.49								\$ 61,279.53	
	RMS REO CS, LLC	\$ 88,659.00										\$ 61,279.53								\$ 88,659.00	
	Non-Residual Trusts		\$ 32,949,630.35																	\$ 32,949,630.35	
Payable Total (Negative)		(\$297,914,040.69)	(\$1,602,499.29)	(\$39,572,147.36)	\$ -	\$ -	(\$ 27.04)	\$ -	\$ -	(\$36,872.31)	(\$2,171,093.62)	(\$3,676,671.17)	(\$8,573,767.64)	\$ -	\$ -	\$ -	(\$420,037.66)	\$ -	(\$811,998.82)	\$ -	\$ -

Reverse Mortgage Solutions, Inc.

Case Number: 19-10422

Schedule A/B: Assets — Real and Personal Property**Part 4: Investments****13. Does the debtor own any investments?**

- ☐ No. Go to Part 5.
- ☒ Yes. Fill in the information below.

General description	Valuation method used for current value	Current value of debtor's interest

14. Mutual funds or publicly traded stocks not included in Part 1

Name of fund or stock:

14.1 _____

15. Non-publicly traded stock and interests in incorporated and unincorporated businesses, including any interest in an LLC, partnership, or joint venture

Name of entity:

15.1	INVESTMENT IN SUBSIDIARY - MORTGAGE ASSET SYSTEMS, LLC (OWNERSHIP: 100.0%)	NET BOOK	Undetermined
15.2	INVESTMENT IN SUBSIDIARY - REO MANAGEMENT SOLUTIONS, LLC (OWNERSHIP: 100.0%)	NET BOOK	Undetermined
15.3	INVESTMENT IN SUBSIDIARY - RMS 2018-09, LLC (OWNERSHIP: 100.0%)	NET BOOK	Undetermined
15.4	INVESTMENT IN SUBSIDIARY - RMS REO BRC II, LLC (OWNERSHIP: 100.0%)	NET BOOK	Undetermined
15.5	INVESTMENT IN SUBSIDIARY - RMS REO BRC, LLC (OWNERSHIP: 100.0%)	NET BOOK	Undetermined
15.6	INVESTMENT IN SUBSIDIARY - RMS REO CS, LLC (OWNERSHIP: 100.0%)	NET BOOK	Undetermined

16. Government bonds, corporate bonds, and other negotiable and non-negotiable instruments not included in Part 1

Describe:

16.1 _____

17. Total of Part 4

Add lines 14 through 16. Copy the total to line 83.

Undetermined

Reverse Mortgage Solutions, Inc.

Case Number:

19-10422

Schedule A/B: Assets — Real and Personal Property

Part 5: Inventory, excluding agriculture assets

18. Does the debtor own any inventory (excluding agriculture assets)?

☒ No. Go to Part 6.

☐ Yes. Fill in the information below.

General description	Date of the last physical inventory	Net book value of debtor's interest (Where available)	Valuation method used for current value	Current value of debtor's interest
19. Raw materials				
19.1				
20. Work in progress				
20.1				
21. Finished goods, including goods held for resale				
21.1				
22. Other Inventory or supplies				
22.1				

23. Total of Part 5.

Add lines 19 through 22. Copy the total to line 84.

24. Is any of the property listed in Part 5 perishable?

☐ No

☐ Yes

25. Has any of the property listed in Part 5 been purchased within 20 days before the bankruptcy was filed?

☐ No

☐ Yes. Book Value Valuation method Current value

26. Has any of the property listed in Part 5 been appraised by a professional within the last year?

☐ No

☐ Yes

Reverse Mortgage Solutions, Inc.

Case Number:

19-10422

Schedule A/B: Assets — Real and Personal Property

Part 6: Farming and fishing-related assets (other than titled motor vehicles and land)

27. Does the debtor own or lease any farming and fishing-related assets (other than titled motor vehicles and land)?

☒ No. Go to Part 7.

☐ Yes. Fill in the information below.

General description	Net book value of debtor's interest (Where available)	Valuation method used for current value	Current value of debtor's interest
28. Crops—either planted or harvested			
28.1 _____			
29. Farm animals			
Examples: Livestock, poultry, farm-raised fish			
29.1 _____			
30. Farm machinery and equipment			
(Other than titled motor vehicles)			
30.1 _____			
31. Farm and fishing supplies, chemicals, and feed			
31.1 _____			
32. Other farming and fishing-related property not already listed in Part 6			
32.1 _____			

33. **Total of Part 6.**

Add lines 28 through 32. Copy the total to line 85.

34. **Is the debtor a member of an agricultural cooperative?**

☐ No

☐ Yes. Is any of the debtor's property stored at the cooperative?

☐ No

☐ Yes

35. **Has any of the property listed in Part 6 been purchased within 20 days before the bankruptcy was filed?**

☐ No

☐ Yes. Book Value _____ Valuation method _____ Current value _____

36. **Is a depreciation schedule available for any of the property listed in Part 6?**

☐ No

☐ Yes

37. **Has any of the property listed in Part 6 been appraised by a professional within the last year?**

☐ No

☐ Yes

Reverse Mortgage Solutions, Inc.

Case Number:

19-10422

Schedule A/B: Assets — Real and Personal Property

Part 7: Office furniture, fixtures, and equipment; and collectibles - detail

38. Does the debtor own or lease any office furniture, fixtures, equipment, or collectibles?

- ☐ No. Go to Part 8.
☒ Yes. Fill in the information below.

General description	Net book value of debtor's interest (Where available)	Valuation method used for current value	Current value of debtor's interest
39. Office furniture			
39.1 FURNITURE AND FIXTURES	\$2,645	NET BOOK	\$2,645
40. Office fixtures			
40.1			
41. Office equipment, including all computer equipment and communication systems equipment and software			
41.1 COMPUTER HARDWARE	\$17,586	NET BOOK	\$17,586
41.2 COMPUTER SOFTWARE		NET BOOK	Undetermined
41.3 OFFICE EQUIPMENT	\$1,391	NET BOOK	\$1,391
42. Collectibles			
42.1			

43. Total of Part 7

Add lines 39 through 42. Copy the total to line 86.

\$21,622

44. Is a depreciation schedule available for any of the property listed in Part 7?

- ☐ No
☒ Yes

45. Has any of the property listed in Part 7 been appraised by a professional within the last year?

- ☒ No
☐ Yes

Reverse Mortgage Solutions, Inc.

Case Number:

19-10422

Schedule A/B: Assets — Real and Personal Property

Part 8: Machinery, equipment, and vehicles

46. Does the debtor own or lease any machinery, equipment, or vehicles?

☒ No. Go to Part 9.

☐ Yes. Fill in the information below.

General description	Net book value of debtor's interest (Where available)	Valuation method used for current value	Current value of debtor's interest

47. Automobiles, vans, trucks, motorcycles, trailers, and titled farm vehicles

47.1 _____

48. Watercraft, trailers, motors, and related accessories

Examples: Boats, trailers, motors, floating homes, personal watercraft, and fishing vessels

48.1 _____

49. Aircraft and accessories

49.1 _____

50. Other machinery, fixtures, and equipment (excluding farm machinery and equipment)

50.1 _____

51. Total of Part 8

Add lines 47 through 50. Copy the total to line 87.

52. Is a depreciation schedule available for any of the property listed in Part 8?

☐ No

☐ Yes

53. Has any of the property listed in Part 8 been appraised by a professional within the last year?

☐ No

☐ Yes

Reverse Mortgage Solutions, Inc.

Case Number:

19-10422

Schedule A/B: Assets — Real and Personal Property

Part 9: Real property - detail

54. Does the debtor own or lease any real property?

- ☐ No. Go to Part 10.
- ☒ Yes. Fill in the information below.

Description and location of property Include street address or other description such as Assessor Parcel Number (APN), and type of property (for example, acreage, factory, warehouse, apartment or office building), if available.	Nature and extent of debtor's interest in property	Net book value of debtor's interest (Where available)	Valuation method used for current value	Current value of debtor's interest
55. Any building, other improved real estate, or land which the debtor owns or in which the debtor has an interest				
55.1 LEASEHOLD IMPROVEMENTS (: NOT AVAILABLE)		\$3,142,560	NET BOOK	\$3,142,560

56. Total of Part 9

Add the current value on all Question 55 lines and entries from any additional sheets. Copy the total to line 88.

\$3,142,560

57. Is a depreciation schedule available for any of the property listed in Part 9?

- ☐ No
- ☒ Yes

58. Has any of the property listed in Part 9 been appraised by a professional within the last year?

- ☒ No
- ☐ Yes

Reverse Mortgage Solutions, Inc.

Case Number:

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Schedule A/B: Assets — Real and Personal Property**Part 10: Intangibles and intellectual property - detail**

59. Does the debtor have any interests in intangibles or intellectual property?

- ☐ No. Go to Part 11.
- ☒ Yes. Fill in the information below.

General description	Net book value of debtor's interest (Where available)	Valuation method used for current value	Current value of debtor's interest
60. Patents, copyrights, trademarks, and trade secrets			
60.1 MORTGAGE ASSET SYSTEMS (LOGO)- REGISTRATION NUMBER 4463542 DATED 1/7/2014		UNKNOWN	Undetermined
60.2 REO CENTRAL (LOGO)- REGISTRATION NUMBER 4365970 DATED 7/9/3013		UNKNOWN	Undetermined
60.3 REO LEASING SOLUTIONS (LOGO)- REGISTRATION NUMBER 4236035 DATED 11/6/2012		UNKNOWN	Undetermined
60.4 REO MANAGEMENT SOLUTIONS (LOGO)- REGISTRATION NUMBER 4362376 DATED 7/2/2013		UNKNOWN	Undetermined
60.5 REVERSE MORTGAGE SOLUTIONS- REGISTRATION NUMBER N/A DATED 410/13/2015		UNKNOWN	Undetermined
60.6 RM COMPASS- REGISTRATION NUMBER 3558675 DATED 31/6/2009		UNKNOWN	Undetermined
60.7 RM NAVIGATOR- REGISTRATION NUMBER 3550915 DATED 12/23/2008		UNKNOWN	Undetermined
60.8 RMS (LOGO)- REGISTRATION NUMBER 3523171 DATED 10/28/2008		UNKNOWN	Undetermined
60.9 RMS (LOGO)- REGISTRATION NUMBER 4882946 DATED 1/5/2016		UNKNOWN	Undetermined
60.10 S3 (LOGO)- REGISTRATION NUMBER 4192836 DATED 8/21/2012		UNKNOWN	Undetermined
60.11 SECURITY 1 - FINDING YOUR FUTURE (LOGO)- REGISTRATION NUMBER 4875778 DATED 12/22/2015		UNKNOWN	Undetermined
60.12 SECURITY 1 (LOGO)- REGISTRATION NUMBER 4875777 DATED 12/22/2015		UNKNOWN	Undetermined
60.13 SECURITY 1 LENDING (LOGO)- REGISTRATION NUMBER 4651346 DATED 12/9/2014		UNKNOWN	Undetermined
60.14 SECURITY 1 LENDING- REGISTRATION NUMBER 4651345 DATED 12/9/2014		UNKNOWN	Undetermined
60.15 SECURITY 1- REGISTRATION NUMBER 4875769 DATED 10/22/2015		UNKNOWN	Undetermined
60.16 SECURITY 1- REGISTRATION NUMBER N/A DATED 10/13/2015		UNKNOWN	Undetermined
60.17 SPECIALTY SERVICING SOLUTIONS (LOGO)- REGISTRATION NUMBER 4304530 DATED 3/19/2013		UNKNOWN	Undetermined
61. Internet domain names and websites			
61.1 FINANCINGLONGEVITY.COM		N/A	Undetermined

Reverse Mortgage Solutions, Inc.

Case Number:

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Schedule A/B: Assets — Real and Personal Property

Part 10: Intangibles and intellectual property - detail

61.2	FINANCINGLONGEVITY.INFO	N/A	Undetermined
61.3	FINANCINGLONGEVITY.NET	N/A	Undetermined
61.4	FINANCINGLONGEVITY.ORG	N/A	Undetermined
61.5	HERMIT-SP.COM	N/A	Undetermined
61.6	MASYSTEMS.CO	N/A	Undetermined
61.7	MASYSTEMS.COM	N/A	Undetermined
61.8	MASYSTEMSFTP.COM	N/A	Undetermined
61.9	MYREOCENTRAL.COM	N/A	Undetermined
61.10	MYREO-CENTRAL.COM	N/A	Undetermined
61.11	MYREOCENTRAL.NET	N/A	Undetermined
61.12	MYREVERSEMTGLOAN.COM	N/A	Undetermined
61.13	MYRMAPPS.COM	N/A	Undetermined
61.14	MYRMLOAN.COM	N/A	Undetermined
61.15	REO-CENTRAL.COM	N/A	Undetermined
61.16	REOCENTRALONLINE.COM	N/A	Undetermined
61.17	REO-CENTRALONLINE.COM	N/A	Undetermined
61.18	REOCENTRALONLINE.NET	N/A	Undetermined
61.19	REOCENTRALSITE.COM	N/A	Undetermined
61.20	REO-CENTRALSITE.COM	N/A	Undetermined
61.21	REOTOSELL.COM	N/A	Undetermined
61.22	REOTOSELL.NET	N/A	Undetermined
61.23	REVERSEMORTGAGESERVICING.NET	N/A	Undetermined
61.24	REVERSEMORTGAGESOLUTIONS.CO	N/A	Undetermined
61.25	REVMORTGAGES.NET	N/A	Undetermined
61.26	REVMORTGAGESOLUTIONS.COM	N/A	Undetermined
61.27	REVMORTGAGESOLUTIONS.NET	N/A	Undetermined
61.28	RMCOMPASS.COM	N/A	Undetermined
61.29	RMNAV.COM	N/A	Undetermined
61.30	RMNAV.NET	N/A	Undetermined
61.31	RMNAVIGATOR.COM	N/A	Undetermined
61.32	RMNAVIGATOR.NET	N/A	Undetermined
61.33	RMSHOMELOANS.COM	N/A	Undetermined
61.34	RMSINC.CO	N/A	Undetermined
61.35	RMSNAV.COM	N/A	Undetermined

Reverse Mortgage Solutions, Inc.

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Schedule A/B: Assets — Real and Personal Property

Part 10: Intangibles and intellectual property - detail

61.36	RMSNAV.NET		N/A	Undetermined
61.37	RMSNAVIGATOR.COM		N/A	Undetermined
61.38	RMSNAVIGATOR.NET		N/A	Undetermined
61.39	SECURITYONELENDING.COM		N/A	Undetermined
61.40	THEREOCENTRAL.COM		N/A	Undetermined
61.41	THEREO-CENTRAL.COM		N/A	Undetermined
61.42	THEREVERSESPECIALISTS.COM		N/A	Undetermined
62. Licenses, franchises, and royalties				
62.1				
63. Customer lists, mailing lists, or other compilations				
63.1				
64. Other intangibles, or intellectual property				
64.1	SERVICING RIGHTS, NET	\$2,769,548	NET BOOK	\$2,769,548
65. Goodwill				
65.1				
66. Total of Part 10				\$2,769,548
Add lines 60 through 65. Copy the total to line 89.				
67. Do your lists or records include personally identifiable information of customers (as defined in 11 U.S.C. §§ 101(41A) and 107)?				
<input checked="" type="checkbox"/> No				
<input type="checkbox"/> Yes				
68. Is there an amortization or other similar schedule available for any of the property listed in Part 10?				
<input checked="" type="checkbox"/> No				
<input type="checkbox"/> Yes				
69. Has any of the property listed in Part 10 been appraised by a professional within the last year?				
<input checked="" type="checkbox"/> No				
<input type="checkbox"/> Yes				

Reverse Mortgage Solutions, Inc.

Case Number: 19-10422

Schedule A/B: Assets — Real and Personal Property

Part 11: All other assets

70. Does the debtor own any other assets that have not yet been reported on this form? Include all interests in executory contracts and unexpired leases not previously reported on this form.

☐ No. Go to Part 12.

☒ Yes. Fill in the information below.

General description	Current value of debtor's interest
71. Notes receivable Description (include name of obligor)	
71.1 Owned loans Reverse Buy Out, Net	\$1,010,304,984
72. Tax refunds and unused net operating losses (NOLs) Description (for example, federal, state, local)	
72.1	
73. Interests in insurance policies or annuities	
73.1	
74. Causes of action against third parties (whether or not a lawsuit has been filed)	
74.1 Potential action against the Department of Housing and Urban Development	Undetermined
Nature of claim: Collection of debenture interest	
Amount requested: Not Available	
75. Other contingent and unliquidated claims or causes of action of every nature, including counterclaims of the debtor and rights to set off claims	
75.1	
76. Trusts, equitable or future interests in property	
76.1	
77. Other property of any kind not already listed Examples: Season tickets, country club membership Examples: Season tickets, country club membership	
77.1 FSI Non-Accrt Va Allw - REO	\$1,293,050

Reverse Mortgage Solutions, Inc.

Case Number: 19-10422

Schedule A/B: Assets — Real and Personal Property

Part 11: All other assets

General description	Current value of debtor's interest
77. Other property of any kind not already listed Examples: Season tickets, country club membership Examples: Season tickets, country club membership	
77.2 Reverse Owned Buyouts	\$15,665,412
78. Total of Part 11 Add lines 71 through 77. Copy the total to line 90.	\$1,027,263,446
79. Has any of the property listed in Part 11 been appraised by a professional within the last year? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	

Reverse Mortgage Solutions, Inc.

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Schedule A/B: Assets — Real and Personal Property

Part 12: Summary

In Part 12 copy all of the totals from the earlier parts of the form.

Type of property	Current value of personal property	Current value of real property	Total of all property
80. Cash, cash equivalents, and financial assets. Copy line 5, Part 1.	\$32,645,850		
81. Deposits and prepayments. Copy line 9, Part 2.	\$750,220		
82. Accounts receivable. Copy line 12, Part 3.	\$53,449,679		
83. Investments. Copy line 17, Part 4.	\$0		
84. Inventory. Copy line 23, Part 5.	\$0		
85. Farming and fishing-related assets. Copy line 33, Part 6.	\$0		
86. Office furniture, fixtures, and equipment; and collectibles. Copy line 43, Part 7.	\$21,622		
87. Machinery, equipment, and vehicles. Copy line 51, Part 8.	\$0		
88. Real property. Copy line 56, Part 9.		\$3,142,560	
89. Intangibles and intellectual property. Copy line 66, Part 10.	\$2,769,548		
90. All other assets. Copy line 78, Part 11.	\$1,027,263,446		
91. Total. Add lines 80 through 90 for each column.	a. \$1,116,900,365	b. \$3,142,560	
92. Total of all property on Schedule A/B. Lines 91a + 91b = 92.			\$1,120,042,925

Reverse Mortgage Solutions, Inc.

Case Number:

19-10422

Schedule D: Creditors Who Have Claims Secured by Property

1. Do any creditors have claims secured by debtor's property?

- ☐ No. Check this box and submit page 1 of this form to the court with debtor's other schedules. Debtor has nothing else to report on this form.
- ☒ Yes. Fill in all of the information below.

Part 1: List Creditors Who Have Secured Claims

2. List in alphabetical order all creditors who have secured claims. If a creditor has more than one secured claim, list the creditor separately for each claim.

Creditor's Name and Mailing Address, E-mail Address & An Account Number	Co-Interest	Insider	Co-Debtor	Date Claim was Incurred, Property Description, Lien & Co-Interest Creditor	C U D	Amount of Claim	Value of Collateral
Secured Debt							
2.1 BARCLAYS BANK PLC ATTN: ELLEN KIERNAN BARCLAYS BANK PLC- MORTGAGE FINANCE 745 SEVENTH AVE; 4TH FLOOR NEW YORK, NY 10019	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	PROPERTY DESCRIPTION: RMS SECOND AMENDED AND RESTATED MASTER REPURCHASE AGREEMENT	<input type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/>	\$340,846,274	\$445,811,205
2.2 CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH ATTN: MEGAN E KANE CREDIT SUISSE SERVICES (USA) LLC ONE MADISON AVE NEW YORK, NY 10010	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	PROPERTY DESCRIPTION: GUARANTOR TO THE SECOND AMENDED AND RESTATED CREDIT AGREEMENT	<input type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/>	\$961,355,635	
2.3 CREDIT SUISSE FIRST BOSTON MORTGAGE CAPITAL LLC ATTN: MARGARET D DELLAFERA CREDIT SUISSE SERVICES (USA) LLC 11 MADISON AVE NEW YORK, NY 10010	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	PROPERTY DESCRIPTION: RMS MASTER REPURCHASE AGREEMENT	<input type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/>	\$414,895,327	\$519,869,881

Reverse Mortgage Solutions, Inc.

Case Number:

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Schedule D: Creditors Who Have Claims Secured by Property

Creditor's Name and Mailing Address, E-mail Address & An Account Number	Co-Interest	Insider	Co-Debtor	Date Claim was Incurred, Property Description, Lien & Co-Interest Creditor	C U D	Amount of Claim	Value of Collateral
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Secured Debt

2.4	WILMINGTON SAVINGS FUND SOCIETY, FSB ATTN: GEOFFREY J LEWIS WILMINGTON SAVINGS AND FUND SOCIETY 500 DELAWARE AVE WILMINGTON, DE 19801	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	PROPERTY DESCRIPTION: GUARANTOR TO THE SECOND LIEN NOTES INDENTURE	<input type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/>	\$253,895,875	
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Secured Debt Total: \$1,970,993,111

Reverse Mortgage Solutions, Inc.

Case Number:

19-10422

Schedule D: Creditors Who Have Claims Secured by Property

Creditor's Name and Mailing Address, E-mail Address & An Account Number	Co-Interest	Insider	Co-Debtor	Date Claim was Incurred, Property Description, Lien & Co-Interest Creditor	C U D	Amount of Claim	Value of Collateral
Liens							
2.5 COMMUNITY TRUST BANK 3838 OAK LAWN AVE STE P-100 DALLAS, TX 75219	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	DATE: 9/9/2014 LIEN DESCRIPTION: UCC LIEN NO. 20143592995	<input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/>		
2.6 KONICA MINOLTA PREMIER FINANCE PO BOX 35701 BILLINGS, MT	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	DATE: 5/12/2015 LIEN DESCRIPTION: UCC LIEN NO. 20152022001	<input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/>		
2.7 NATIONAL FOUNDERS LP 824 NORTH MARKET STREET SUITE 220 WILMINGTON, DE 19801	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	DATE: 10/2/2018 LIEN DESCRIPTION: UCC LIEN NO. 20186811570	<input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/>		
2.8 SUTTON FUNDING LLC 2711 CENTREVILLE ROAD WILMINGTON, DE 19808	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	DATE: 10/19/2015 LIEN DESCRIPTION: UCC LIEN NO. 20154775218	<input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/>		

Reverse Mortgage Solutions, Inc.

Case Number:

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Schedule D: Creditors Who Have Claims Secured by Property

Creditor's Name and Mailing Address, E-mail Address & An Account Number	Co-Interest	Insider	Co-Debtor	Date Claim was Incurred, Property Description, Lien & Co-Interest Creditor	C U D	Amount of Claim	Value of Collateral
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Liens

2.9	TEXAS CAPITAL BANK, NATIONAL ASSOCIATION 2000 MCKINNEY AVE STE 700 DALLAS, TX 75201	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	DATE: 3/10/2014 LIEN DESCRIPTION: UCC LIEN NO. 20140923060	<input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/>		
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Liens Total: _____

Reverse Mortgage Solutions, Inc.

Case Number:

19-10422

Schedule D: Creditors Who Have Claims Secured by Property

Amount of Claim

3. Total of the dollar amounts from Part 1, Column A, including the amounts from the Additional Page, if any.

\$1,970,993,111

Reverse Mortgage Solutions, Inc.

Case Number: 19-10422

Schedule E/F: Creditors Who Have Unsecured Claims

Part 1: List All Creditors with PRIORITY Unsecured Claims

1. Do any creditors have priority unsecured claims? (See 11 U.S.C. § 507).

☐ No. Go to Part 2.

☒ Yes. Go to line 2.

2. List in alphabetical order all creditors who have unsecured claims that are entitled to priority in whole or in part. If the debtor has more than 3 creditors with priority unsecured claims, fill out and attach the Additional Page of Part 1.

Creditor's Name, Mailing Address Including Zip Code	Date Claim Was Incurred And Account Number	C	U	D	Offset	Total Claim	Priority Amount
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Employee Severance

2.1	EMPLOYEE SEVERANCE ADDRESS NOT PROVIDED	UNKNOWN	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	UNDETERMINED	UNDETERMINED
		ACCOUNT NO.: NOT AVAILABLE						

Employee Severance Total: UNDETERMINED UNDETERMINED

Reverse Mortgage Solutions, Inc.

Case Number: 19-10422

Schedule E/F: Creditors Who Have Unsecured Claims

Part 1: List All Creditors with PRIORITY Unsecured Claims

Creditor's Name, Mailing Address Including Zip Code	Date Claim Was Incurred And Account Number	C	U	D	Offset	Total Claim	Priority Amount
Taxes and certain other debts owed to the government 507(a)(8)							
2.2 AL DEPT OF REV BUSINESS PRIVILEGE DIV 50 NORTH RIPLEY ST MONTGOMERY, AL 36104	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	UNDETERMINED	UNDETERMINED
2.3 ALABAMA DEPARTMENT OF REVENUE 770 WASHINGTON AVE. RSA PLAZA - SUITE 580 MONTGOMERY, AL 36104	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	UNDETERMINED	UNDETERMINED
2.4 ALABAMA MANUFACTURED HOUSING COMMISSION 350 S DECATUR ST MONTGOMERY, AL 36104	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	UNDETERMINED	UNDETERMINED
2.5 ALDINE INDEPENDENT SCHOOL DISTRICT 14909 ALDINE WESTFIELD RD HOUSTON, TX 77032	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	UNDETERMINED	UNDETERMINED
2.6 ARIZONA DEPARTMENT OF REVENUE 1600 W MONROE ST PHOENIX, AZ 85038	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	UNDETERMINED	UNDETERMINED
2.7 ARKANSAS SECRETARY OF STATE STATE CAPITOL 500 WOODLANE STREET, SUITE 256 LITTLE ROCK, AR 72201	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	UNDETERMINED	UNDETERMINED
2.8 BEXAR COUNTY TAX COLLECTOR VISTA VERDE PLAZA BUILDING 233 N. PECOS LA TRINIDAD SAN ANTONIO, TX 78207-3175	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	UNDETERMINED	UNDETERMINED
2.9 BOWIE COUNTY TAX ASSESSOR 122A PLAZA WEST TEXARKANA, TX 75501	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	UNDETERMINED	UNDETERMINED
2.10 CADD0 PARISH TAX COLLECTOR 501 TEXAS ST, RM 101 SHREVEPORT, LA 71101	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	UNDETERMINED	UNDETERMINED
2.11 CALIFORNIA BOARD OF EQUALIZATION 3321 POWER INN RD., STE. 210	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	UNDETERMINED	UNDETERMINED
2.12 CALIFORNIA SECRETARY OF STATE 1500 11TH STREET SACRAMENTO, CA 95814	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	UNDETERMINED	UNDETERMINED
2.13 CALIFORNIA STATE FRANCHISE TAX BOARD 3321 POWER INN RD., SUITE 250 SACRAMENTO, CA 95826-3893	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	UNDETERMINED	UNDETERMINED

Reverse Mortgage Solutions, Inc.

Case Number: 19-10422

Schedule E/F: Creditors Who Have Unsecured Claims

Part 1: List All Creditors with PRIORITY Unsecured Claims

Creditor's Name, Mailing Address Including Zip Code	Date Claim Was Incurred And Account Number	C	U	D	Offset	Total Claim	Priority Amount
Taxes and certain other debts owed to the government 507(a)(8)							
2.14 CAMERON COUNTY TAX COLLECTOR 964 E. HARRISON BROWNSVILLE, TX 78521	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	UNDETERMINED	UNDETERMINED
2.15 CITY OF MONTGOMERY LICENSING & REV DIV 25 WASHINGTON AVENUE - 3RD FLOOR MONTGOMERY, AL 36104	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	UNDETERMINED	UNDETERMINED
2.16 CITY OF TAMPA 306 E. JACKSON STREET TAMPA, FL 33602	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	UNDETERMINED	UNDETERMINED
2.17 CITY OF TUCSON 255 W ALAMEDA CITY HALL, 1ST FLOOR TUCSON, AZ 85701	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	UNDETERMINED	UNDETERMINED
2.18 CNMI TREASURER DEPARTMENT OF COMMERCE PO BOX 5795 CHR B SAIPAN, MP 96950	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	UNDETERMINED	UNDETERMINED
2.19 CNMI TREASURER DEPARTMENT OF COMMERCE CAPITOL HILL SAIPAN, MP 96950	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	UNDETERMINED	UNDETERMINED
2.20 COBB COUNTY TAX COMMISSION 736 WHITLOCK AVE STE 1 MARIETTA, GA 30064	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	UNDETERMINED	UNDETERMINED
2.21 COLBERT COUNTY REVENUE COMMISSION 201 NORTH MAIN STREET TUSCUMBIA, AL 35674	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	UNDETERMINED	UNDETERMINED
2.22 COLORADO BUREAU OF INVESTIGATION 690 KIPLING STREET STE 3000 DENVER, CO 80215	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	UNDETERMINED	UNDETERMINED
2.23 COLORADO SECRETARY OF STATE 1700 BROADWAY, STE. 200 DENVER, CO 80290	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	UNDETERMINED	UNDETERMINED
2.24 COLORADO UNIFORM CONSUMER CREDIT 1300 BROADWAY 6TH FL DENVER, CO 80203	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	UNDETERMINED	UNDETERMINED

Reverse Mortgage Solutions, Inc.

Case Number: 19-10422

Schedule E/F: Creditors Who Have Unsecured Claims

Part 1: List All Creditors with PRIORITY Unsecured Claims

Creditor's Name, Mailing Address Including Zip Code	Date Claim Was Incurred And Account Number	C	U	D	Offset	Total Claim	Priority Amount
Taxes and certain other debts owed to the government 507(a)(8)							
2.25 CONNECTICUT DEPT OF REVENUE SERVICES 450 COLUMBUS BLVD HARTFORD, CT 06103	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	UNDETERMINED	UNDETERMINED
2.26 CONNECTICUT SECRETARY OF STATE 30 TRINITY ST HARTFORD, CT 06115-0470	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	UNDETERMINED	UNDETERMINED
2.27 DALLAS COUNTY TAX COLLECTOR 1201 ELM STREET, SUITE 2600 DALLAS, TX 75270	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	UNDETERMINED	UNDETERMINED
2.28 DAVIDSON COUNTY REGISTER 501 BROADWAY NASHVILLE, TN 37203	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	UNDETERMINED	UNDETERMINED
2.29 DC DEPARTMENT OF CONSUMER AFFAIRS 1100 4TH STREET SW WASHINGTON, DC 20024	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	UNDETERMINED	UNDETERMINED
2.30 DELAWARE DIVISION OF CORPORATIONS 401 FEDERAL STREET, 4 DOVER, DE 19901	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	UNDETERMINED	UNDETERMINED
2.31 DELAWARE SECRETARY OF STATE 401 FEDERAL ST., STE. 4 DOVER, DE 19901	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	UNDETERMINED	UNDETERMINED
2.32 DESOTO COUNTY TAX COLLECTOR 365 LOSHER STREET, STE 110 HERNANDO, MS 38632	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	UNDETERMINED	UNDETERMINED
2.33 DIST OF COLUMBIA OFFICE OF TAX & REVENUE PO BOX 96166 WASHINGTON, DC 20090	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	UNDETERMINED	UNDETERMINED
2.34 DISTRICT OF COLUMBIA OFFICE OF TAX & REVENUE 1101 4TH ST SW #270 WASHINGTON, DC 20024	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	UNDETERMINED	UNDETERMINED
2.35 EAST BATON ROUGE PARISH CITY HALL, 2ND FLOOR 222 SAINT LOUIS STREET, ROOM 238 BATON ROUGE, LA 70802	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	UNDETERMINED	UNDETERMINED
2.36 FAYETTE COUNTY REVENUE COMMISSION 200 E. MAIN STREET LEXINGTON, KY 40555	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	UNDETERMINED	UNDETERMINED

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Creditor's Name, Mailing Address Including Zip Code	Date Claim Was Incurred And Account Number	C	U	D	Offset	Total Claim	Priority Amount
Taxes and certain other debts owed to the government 507(a)(8)							
2.37 FLORIDA DEPARTMENT OF REVENUE 5050 WEST TENNESSEE STREET TALLAHASSEE, FL 32399	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	UNDETERMINED	UNDETERMINED
2.38 FLORIDA DEPT OF STATE, DIVISION OF CORPS 2661 EXECUTIVE CENTER CIR W TALLAHASSEE, FL 32301	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	UNDETERMINED	UNDETERMINED
2.39 FLORIDA SECRETARY OF STATE R.A. GRAY BUILDING 500 SOUTH BRONOUGH STREET TALLAHASSEE, FL 32399-0250	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	UNDETERMINED	UNDETERMINED
2.40 GEORGIA DEPARTMENT OF BANKING & FINANCE 2990 BRANDYWINE ROAD, SUITE 200 ATLANTA, GA 30341-5565	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	UNDETERMINED	UNDETERMINED
2.41 GEORGIA DEPARTMENT OF REVENUE 1800 CENTURY BOULEVARD ATLANTA, GA 30345	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	UNDETERMINED	UNDETERMINED
2.42 GEORGIA SECRETARY OF STATE 313 WEST TOWER 2 MARTIN LUTHER KING JR. DR. ATLANTA, GA 30334-1530	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	UNDETERMINED	UNDETERMINED
2.43 GIBSON COUNTY CLERK & MASTERS OFFICE 204 N COURT SQUARE B TRENTON, TN 38382	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	UNDETERMINED	UNDETERMINED
2.44 GIBSON COUNTY TRUSTEE 1 COURT SQUARE 102 TRENTON, TN 38382	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	UNDETERMINED	UNDETERMINED
2.45 GUAM SECRETARY OF STATE 1240 ARMY DRIVE BARRIGADA, GU 96913	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	UNDETERMINED	UNDETERMINED
2.46 HARRIS COUNTY CLERK 201 CAROLINE, 3RD FLOOR HOUSTON, TX 77210	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	UNDETERMINED	UNDETERMINED
2.47 HAWAII DEPT OF COMMERCE & CONSUMER AFFAIRS 335 MERCHANTS STREET HONOLULU, HI 96813	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	UNDETERMINED	UNDETERMINED
2.48 HIDALGO COUNTY CLERKS OFFICE 100 N. CLOSNER EDINBURG, TX 78539	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	UNDETERMINED	UNDETERMINED

Reverse Mortgage Solutions, Inc.

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Schedule E/F: Creditors Who Have Unsecured Claims

Part 1: List All Creditors with PRIORITY Unsecured Claims

Creditor's Name, Mailing Address Including Zip Code	Date Claim Was Incurred And Account Number	C	U	D	Offset	Total Claim	Priority Amount
Taxes and certain other debts owed to the government 507(a)(8)							
2.49 HILLSBOROUGH COUNTY TAX COLLECTOR ATTN: DOUG BELDEN 2506 N. FALKENBURG ROAD TAMPA, FL 33619	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	UNDETERMINED	UNDETERMINED
2.50 HOUSTON COUNTY TAX COMMISSION 462 N. OATES ST., 5TH FLOOR DOTHAN, AL 36303	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	UNDETERMINED	UNDETERMINED
2.51 IDAHO STATE TAX COMMISSION 800 PARK BLVD PLAZA IV BOISE, ID 83712-7742	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	UNDETERMINED	UNDETERMINED
2.52 ILLINOIS SECRETARY OF STATE 213 STATE CAPITAL SPRINGFIELD, IL 62756	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	UNDETERMINED	UNDETERMINED
2.53 INDIANA SECRETARY OF STATE 200 W. WASHINGTON STREET, SUITE 201 INDIANAPOLIS, IN 46204	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	UNDETERMINED	UNDETERMINED
2.54 IOWA CONSUMER CREDIT ADMINISTRATOR HOOVER BLDG 1305 E WALNUT ST DES MOINES, IA 50319	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	UNDETERMINED	UNDETERMINED
2.55 IOWA SECRETARY OF STATE 321 E. 12TH STREET DES MOINES, IA 50319	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	UNDETERMINED	UNDETERMINED
2.56 JEFFERSON COUNTY CLERK 101 WEST BARRAQUE ST RM SUITE 101 PINE BLUFF, AR 71601	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	UNDETERMINED	UNDETERMINED
2.57 JEFFERSON COUNTY TREASURER 716 RICHARD ARRINGTON JR. BLVD N BIRMINGHAM, AL 35203	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	UNDETERMINED	UNDETERMINED
2.58 KANSAS SECRETARY OF STATE 120 SW 10TH AVENUE TOPEKA, KS 66612	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	UNDETERMINED	UNDETERMINED
2.59 KENTUCKY DEPARTMENT OF REVENUE 6716 GRADE LANE, SUITE 910 LOUISVILLE, KY 40213-3439	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	UNDETERMINED	UNDETERMINED
2.60 KENTUCKY SECRETARY OF STATE 700 CAPITOL AVENUE, SUITE 118 FRANKFORT, KY 40601	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	UNDETERMINED	UNDETERMINED

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Schedule E/F: Creditors Who Have Unsecured Claims**Part 1: List All Creditors with PRIORITY Unsecured Claims**

Creditor's Name, Mailing Address Including Zip Code	Date Claim Was Incurred And Account Number	C	U	D	Offset	Total Claim	Priority Amount
<u>Taxes and certain other debts owed to the government 507(a)(8)</u>							
2.61 KING COUNTY 500 FOURTH AVE, ROOM 600 SEATTLE, WA 98104-2387	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	UNDETERMINED	UNDETERMINED
2.62 KNOX COUNTY TRUSTEE CITY COUNTY BUILDING 400 MAIN STREET KNOXVILLE, TN 37902	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	UNDETERMINED	UNDETERMINED
2.63 LEE COUNTY TREASURER 201 W. JEFFERSON ST. B TUPELO, MS 38804	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	UNDETERMINED	UNDETERMINED
2.64 LEXINGTON COUNTY TREASURER 212 SOUTH LAKE DRIVE, SUITE 201 LEXINGTON, SC 29072	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	UNDETERMINED	UNDETERMINED
2.65 LEXINGTON-FAYETTE URBAN CNTY. GOV'T 200 EAST MAIN STREET LEXINGTON, KY 40507	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	UNDETERMINED	UNDETERMINED
2.66 LEXINGTON-FAYETTE URBAN COUNTY GOVT DIVISION OF REVENUE P.O. BOX 14058 LEXINGTON, KY 40512	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	UNDETERMINED	UNDETERMINED
2.67 LOUISIANA DEPT OF REVENUE & TAXATION 617 NORTH 3RD STREET BATON ROUGE, LA 70802	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	UNDETERMINED	UNDETERMINED
2.68 LOUISIANA OFC OF FINANCIAL INSTITUTIONS 8585 ARCHIVES AVENUE BATON ROUGE, LA 70809	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	UNDETERMINED	UNDETERMINED
2.69 LOUISIANA SECRETARY OF STATE 8585 ARCHIVES AVENUE BATON ROUGE, LA 70809	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	UNDETERMINED	UNDETERMINED
2.70 MADISON COUNTY CLERK 100 NORTHSIDE SQUARE HUNTSVILLE, AL 35801	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	UNDETERMINED	UNDETERMINED
2.71 MADISON COUNTY TREASURER 171 COBBLESTONE DRIVE MADISON, MS 39110	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	UNDETERMINED	UNDETERMINED
2.72 MAINE SECRETARY OF STATE 148 STATE HOUSE STATION AUGUSTA, ME 04333	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	UNDETERMINED	UNDETERMINED

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Creditor's Name, Mailing Address Including Zip Code	Date Claim Was Incurred And Account Number	C	U	D	Offset	Total Claim	Priority Amount
Taxes and certain other debts owed to the government 507(a)(8)							
2.73 MARIANA ISLANDS OFFICE OF THE GOVERNOR 1ST FLOOR DEPT OF COMMERCE BLDG. CAPITAL HILL, CALLER BOX 10007 SAIPAN, MP 96950	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	UNDETERMINED	UNDETERMINED
2.74 MARYLAND DEPT OF ASSESSMENTS & TAXATION 301 W. PRESTON ST. BALTIMORE, MD 21201-2395	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	UNDETERMINED	UNDETERMINED
2.75 MASSACHUSETTS DEPARTMENT OF REVENUE 200 ARLINGTON ST CHELSEA, MA 02150	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	UNDETERMINED	UNDETERMINED
2.76 MASSACHUSETTS SECRETARY OF THE COMMONWEALTH ONE ASHBURTON PLACE, 17TH FLOOR BOSTON, MA 02108-1512	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	UNDETERMINED	UNDETERMINED
2.77 MASSACHUSETTS SECRETARY OF STATE ONE ASHBURTON PLACE, ROOM 1717 BOSTON, MA 02108	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	UNDETERMINED	UNDETERMINED
2.78 MI DEPT - LICENSING & REGULATORY AFFAIRS 611 W. OTTAWA STREET LANSING, MI 48909	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	UNDETERMINED	UNDETERMINED
2.79 MICHIGAN SECRETARY OF STATE 611 OTTAWA STREET LANSING, MI 48909	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	UNDETERMINED	UNDETERMINED
2.80 MINNESOTA DEPARTMENT OF COMMERCE 85 - 7TH PLACE E STE 500 SAINT PAUL, MN 55101-2198	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	UNDETERMINED	UNDETERMINED
2.81 MINNESOTA DEPARTMENT OF REVENUE MAIL STATION 1275 SAINT PAUL, MN 55145	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	UNDETERMINED	UNDETERMINED
2.82 MISSISSIPPI DEPARTMENT OF REVENUE 500 CLINTON CENTER DRIVE CLINTON, MS 39056	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	UNDETERMINED	UNDETERMINED
2.83 MISSISSIPPI SECRETARY OF STATE 401 MISSISSIPPI STREET JACKSON, MS 39201	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	UNDETERMINED	UNDETERMINED

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Creditor's Name, Mailing Address Including Zip Code	Date Claim Was Incurred And Account Number	C	U	D	Offset	Total Claim	Priority Amount
Taxes and certain other debts owed to the government 507(a)(8)							
2.84 MONTANA DEPARTMENT OF REVENUE 340 N LAST CHANCE GULCH HELENA, MT 59604	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	UNDETERMINED	UNDETERMINED
2.85 MONTANA SECRETARY OF STATE 1301 E 6TH AVE HELENA, MT 59601	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	UNDETERMINED	UNDETERMINED
2.86 MONTGOMERY COUNTY CLERK 101 SOUTH LAWRENCE STREET MONTGOMERY, AL 36104	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	UNDETERMINED	UNDETERMINED
2.87 MONTGOMERY COUNTY TREASURER 755 ROANOKE ST 1B CHRISTIANSBURG, VA 24073	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	UNDETERMINED	UNDETERMINED
2.88 NEBRASKA SECRETARY OF STATE 1445 K ST., SUITE 2300 LINCOLN, NE 68508	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	UNDETERMINED	UNDETERMINED
2.89 NEVADA BROKER ASSESSMENT 1830 COLLEGE PARKWAY, SUITE 100 CARSON CITY, NV 89706	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	UNDETERMINED	UNDETERMINED
2.90 NEVADA FINANCIAL INSTITUTIONS DIVISION 1830 COLLEGE PARKWAY, SUITE 100 CARSON CITY, NV 89706	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	UNDETERMINED	UNDETERMINED
2.91 NEVADA SECRETARY OF STATE 3301 MALIBOU AVENUE PAHRUMP, NV 89048	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	UNDETERMINED	UNDETERMINED
2.92 NEVADA SERVICER 1830 COLLEGE PARKWAY, SUITE 100 CARSON CITY, NV 89706	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	UNDETERMINED	UNDETERMINED
2.93 NEW HAMPSHIRE DEPT OF REVENUE ADMIN 109 PLEASANT ST CONCORD, NH 03301	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	UNDETERMINED	UNDETERMINED
2.94 NEW HAMPSHIRE SECRETARY OF STATE 107 NORTH MAIN STREET, ROOM 204 CONCORD, NH 03301	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	UNDETERMINED	UNDETERMINED
2.95 NEW JERSEY DIVISION OF TAXATION 50 BARRACK ST TRENTON, NJ 08695	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	UNDETERMINED	UNDETERMINED
2.96 NEW JERSEY SECRETARY OF STATE 125 W STATE STREET TRENTON, NJ 08608	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	UNDETERMINED	UNDETERMINED

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Creditor's Name, Mailing Address Including Zip Code	Date Claim Was Incurred And Account Number	C	U	D	Offset	Total Claim	Priority Amount
Taxes and certain other debts owed to the government 507(a)(8)							
2.97 NEW MEXICO SECRETARY OF STATE 325 DON GASPAR SUITE 300 SANTA FE, NM 87501	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	UNDETERMINED	UNDETERMINED
2.98 NEW MEXICO TAXATION & REVENUE DEPARTMENT 1200 SOUTH ST. FRANCIS DRIVE SANTA FE, NM 87502	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	UNDETERMINED	UNDETERMINED
2.99 NEW YORK CITY DEPARTMENT OF FINANCE 66 JOHN STREET, ROM 104 NEW YORK, NY 10038	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	UNDETERMINED	UNDETERMINED
2.100 NEW YORK DEPARTMENT OF FINANCE NYS TAX DEPARTMENT, CORP. TAX PROCESSING 90 COHOES AVE GREEN ISLAND, NY 12183-1515	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	UNDETERMINED	UNDETERMINED
2.101 NEW YORK DEPARTMENT OF STATE 1 COMMERCE PLAZA 99 WASHINGTON AVENUE ALBANY, NY 10038	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	UNDETERMINED	UNDETERMINED
2.102 NEW YORK STATE DEPT OF FINANCIAL SVCS BANKING DIVISION ONE COMMERCE PLAZA ALBANY, NY 12257	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	UNDETERMINED	UNDETERMINED
2.103 NORTH CAROLINA DEPARTMENT OF REVENUE 501 NORTH WILMINGTON STREET RALEIGH, NC 27604	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	UNDETERMINED	UNDETERMINED
2.104 NORTH CAROLINA SECRETARY OF STATE 2 SOUTH SALISBURY STREET RALEIGH, NC 27601-2903	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	UNDETERMINED	UNDETERMINED
2.105 NORTH DAKOTA SECRETARY OF STATE 600 BOULEVARD AVENUE DEPT. 108 BISMARCK, ND 58505	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	UNDETERMINED	UNDETERMINED
2.106 NYC DEPARTMENT OF CONSUMER AFFAIRS 42 BROADWAY, 9TH FLOOR NEW YORK, NY 10004	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	UNDETERMINED	UNDETERMINED

Reverse Mortgage Solutions, Inc.

Case Number: 19-10422

Schedule E/F: Creditors Who Have Unsecured Claims**Part 1: List All Creditors with PRIORITY Unsecured Claims**

Creditor's Name, Mailing Address Including Zip Code	Date Claim Was Incurred And Account Number	C	U	D	Offset	Total Claim	Priority Amount
<u>Taxes and certain other debts owed to the government 507(a)(8)</u>							
2.107 OKLAHOMA COUNTY TREASURER 320 ROBERT S KERR ROOM 307 OKLAHOMA CITY, OK 73102	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	UNDETERMINED	UNDETERMINED
2.108 OKLAHOMA SECRETARY OF STATE 421 N.W. 13TH, SUITE 210 OKLAHOMA CITY, OK 73103	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	UNDETERMINED	UNDETERMINED
2.109 OKLAHOMA TAX COMMISSION, FRANCHISE TAX POST OFFICE BOX 26920 OKLAHOMA CITY, OK 73126	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	UNDETERMINED	UNDETERMINED
2.110 ORANGE COUNTY COMMISSIONER THE HALL OF FINANCE 625 N ROSS ST BLDG 11, ROOM G58 SANTA ANA, CA 92702-1438	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	UNDETERMINED	UNDETERMINED
2.111 OREGON DEPT OF REVENUE 955 CENTER ST NE SALEM, OR 97301-2501	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	UNDETERMINED	UNDETERMINED
2.112 OREGON SECRETARY OF STATE 255 CAPITOL STREET NE, SUITE 501 SALEM, OR 97310	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	UNDETERMINED	UNDETERMINED
2.113 PENNSYLVANIA DEPARTMENT OF REVENUE 1846 BROOKWOOD ST HARRISBURG, PA 17104	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	UNDETERMINED	UNDETERMINED
2.114 PIKE COUNTY TREASURER 200 E. BAY STREET MAGNOLIA, MS 39652	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	UNDETERMINED	UNDETERMINED
2.115 PUERTO RICO SECRETARY OF STATE CALLE SAN JOSE SAN JUAN, PR 00901	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	UNDETERMINED	UNDETERMINED
2.116 PULASKI COUNTY CIRCUIT CLERK 401 W MARKHAM ST STE 100 LITTLE ROCK, AR 72201	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	UNDETERMINED	UNDETERMINED
2.117 RHODE ISLAND DIVISION OF TAXATION ONE CAPITOL HILL, 1ST FLOOR PROVIDENCE, RI 02908-5806	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	UNDETERMINED	UNDETERMINED
2.118 RHODE ISLAND SECRETARY OF STATE 148 WEST RIVER STREET PROVIDENCE, RI 02904	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	UNDETERMINED	UNDETERMINED
2.119 RICHARDSON ISD TAX DEPARTMENT 970 SECURITY ROW RICHARDSON, TX 75244	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	UNDETERMINED	UNDETERMINED

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Part 1: List All Creditors with PRIORITY Unsecured Claims

Creditor's Name, Mailing Address Including Zip Code	Date Claim Was Incurred And Account Number	C	U	D	Offset	Total Claim	Priority Amount
Taxes and certain other debts owed to the government 507(a)(8)							
2.120 RICHLAND COUNTY TREASURER 2020 HAMPTON ST COLUMBIA, SC 29204	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	UNDETERMINED	UNDETERMINED
2.121 SAINT LOUIS COUNTY TREASURER 41 S CENTRAL AVENUE ST. LOUIS, MO 63105	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	UNDETERMINED	UNDETERMINED
2.122 SAN DIEGO COUNTY OFFICE OF REVENUE 1600 PACIFIC HWY SAN DIEGO, CA 92101	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	UNDETERMINED	UNDETERMINED
2.123 SAN DIEGO COUNTY TREASURER 1600 PACIFIC HWY SAN DIEGO, CA 92101	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	UNDETERMINED	UNDETERMINED
2.124 SHELBY COUNTY AUDITOR ATTN: DON ARMSTRONG PROPERTY TAX COMMISSIONER 102 DEPOT STREET COLUMBIANA, AL 35051	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	UNDETERMINED	UNDETERMINED
2.125 SHREVEPORT CITY REVENUE DIVISION 505 TRAVIS STREET SHREVEPORT, LA 71101	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	UNDETERMINED	UNDETERMINED
2.126 SMITH COUNTY TAX COLLECTOR 1517 W FRONT STREET TYLER, TX 75702	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	UNDETERMINED	UNDETERMINED
2.127 SOUTH CAROLINA CONSUMER FINANCE DIVISION 1205 PENDLETON ST., SUITE 306 COLUMBIA, SC 29201	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	UNDETERMINED	UNDETERMINED
2.128 SOUTH CAROLINA DEPARTMENT OF REVENUE CORPORATE TAXABLE COLUMBIA, SC 29214	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	UNDETERMINED	UNDETERMINED
2.129 SOUTH CAROLINA DEPT OF CONSUMER AFFAIRS 2221 DEVINE STREET #200 COLUMBIA, SC 29205	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	UNDETERMINED	UNDETERMINED
2.130 SOUTH DAKOTA DEPARTMENT OF REVENUE 445 E CAPITOL AVENUE PIERRE, SD 57501	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	UNDETERMINED	UNDETERMINED

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Schedule E/F: Creditors Who Have Unsecured Claims

Part 1: List All Creditors with PRIORITY Unsecured Claims

Creditor's Name, Mailing Address Including Zip Code	Date Claim Was Incurred And Account Number	C	U	D	Offset	Total Claim	Priority Amount
Taxes and certain other debts owed to the government 507(a)(8)							
2.131 SOUTH DAKOTA SECRETARY OF STATE CAPITOL BUILDING 500 EAST CAPITOL AVE. PIERRE, SD 57501-5070	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	UNDETERMINED	UNDETERMINED
2.132 SPRING ISD TAX ASSESSOR COLLECTOR 16717 ELLA BLVD. HOUSTON, TX 77090-4299	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	UNDETERMINED	UNDETERMINED
2.133 STATE OF COLORADO 1700 BROADWAY, SUITE 200 DENVER, CO 80290	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	UNDETERMINED	UNDETERMINED
2.134 STATE OF DELAWARE 820 N. FRENCH STREET CARVEL STATE OFFICE BUILDING, 9TH FLOOR WILMINGTON, DE 19801	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	UNDETERMINED	UNDETERMINED
2.135 STATE OF MAINE TREASURER 35 STATE HOUSE STATION AUGUSTA, ME 04333	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	UNDETERMINED	UNDETERMINED
2.136 STATE OF MICHIGAN 2501 WOODLAKE CIR OKEMOS, MI 48864	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	UNDETERMINED	UNDETERMINED
2.137 SUMNER COUNTY CLERK 355 BELVEDERE DRIVE N GALLATIN, TN 37066	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	UNDETERMINED	UNDETERMINED
2.138 TARRANT COUNTY CLERK TARRANT COUNTY - TAX COL 100 E WEATHERFORD STE 130 FORT WORTH, TX 76196	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	UNDETERMINED	UNDETERMINED
2.139 TENNESSEE DEPARTMENT OF REVENUE ANDREW JACKSON STATE OFFICE BUILDING 500 DEADERICK ST. NASHVILLE, TN 37242	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	UNDETERMINED	UNDETERMINED
2.140 TENNESSEE SECRETARY OF STATE 312 ROSA L PARKS AVENUE NASHVILLE, TN 37243	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	UNDETERMINED	UNDETERMINED
2.141 TEXAS COMPTROLLER OF PUBLIC ACCOUNTS 111 E. 17TH ST AUSTIN, TX 78774-0100	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	UNDETERMINED	UNDETERMINED

Reverse Mortgage Solutions, Inc.

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Schedule E/F: Creditors Who Have Unsecured Claims

Part 1: List All Creditors with PRIORITY Unsecured Claims

Creditor's Name, Mailing Address Including Zip Code	Date Claim Was Incurred And Account Number	C	U	D	Offset	Total Claim	Priority Amount
Taxes and certain other debts owed to the government 507(a)(8)							
2.142 TEXAS PUBLIC UTILITY COMMISSION P.O. BOX 13326 AUSTIN, TX 78711-3326	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	UNDETERMINED	UNDETERMINED
2.143 TRENTON CITY TAX COLLECTOR 309 S COLLEGE STREET TRENTON, TN 38382	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	UNDETERMINED	UNDETERMINED
2.144 TULSA COUNTY TREASURER 500 SOUTH DENVER AVE STE 336 TULSA, OK 74103	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	UNDETERMINED	UNDETERMINED
2.145 UTAH DEPT OF FINANCIAL INSTITUTIONS 324 SOUTH STATE STREET, SUITE 201 SALT LAKE CITY, UT 84111	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	UNDETERMINED	UNDETERMINED
2.146 UTAH DIVISION OF CORPORATIONS 160 EAST 300 SOUTH SALT LAKE CITY, UT 84111	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	UNDETERMINED	UNDETERMINED
2.147 UTAH STATE TAX COMMISSIONER 210 N 1950 W SALT LAKE CITY, UT 84134	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	UNDETERMINED	UNDETERMINED
2.148 VERMONT DEPARTMENT OF TAXES 133 STATE STREET MONTPELIER, VT 05633	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	UNDETERMINED	UNDETERMINED
2.149 VERMONT SECRETARY OF STATE 128 STATE STREET MONTPELIER, VT 05633	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	UNDETERMINED	UNDETERMINED
2.150 VIRGIN ISLANDS SECRETARY OF STATE 5049 KONGENS GADE ST. THOMAS, VI 00802	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	UNDETERMINED	UNDETERMINED
2.151 VIRGINIA SECRETARY OF STATE 1300 E MAIN STREET RICHMOND, VA 23219	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	UNDETERMINED	UNDETERMINED
2.152 VIRGINIA STATE CORPORATION COMMISSION 1300 E MAIN STREET RICHMOND, VA 23219	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	UNDETERMINED	UNDETERMINED
2.153 WASHINGTON DEPARTMENT OF COMMERCE 1011 PLUM STREET OLYMPIA, WA 98504	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	UNDETERMINED	UNDETERMINED

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Schedule E/F: Creditors Who Have Unsecured Claims

Part 1: List All Creditors with PRIORITY Unsecured Claims

Creditor's Name, Mailing Address Including Zip Code	Date Claim Was Incurred And Account Number	C	U	D	Offset	Total Claim	Priority Amount
Taxes and certain other debts owed to the government 507(a)(8)							
2.154 WASHINGTON DEPARTMENT OF REVENUE 3315 S 23RD STREET TACOMA, WA 98405	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	UNDETERMINED	UNDETERMINED
2.155 WASHINGTON SECRETARY OF STATE 416 SID SNYDER AVENUE SW OLYMPIA, WA 98501	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	UNDETERMINED	UNDETERMINED
2.156 WASHOE COUNTY TREASURER 1001 E. 9TH STREET D 140 RENO, NV 89512-2845	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	UNDETERMINED	UNDETERMINED
2.157 WEST VIRGINIA SECRETARY OF STATE STATE CAPITAL BUILDING	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	UNDETERMINED	UNDETERMINED
2.158 WEST VIRGINIA TREASURY DEPARTMENT ATTN: LEGAL DIVISION 1001 LEE STREET, EAST CHARLESTON, WV 25301	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	UNDETERMINED	UNDETERMINED
2.159 WISCONSIN DEPARTMENT OF REVENUE 4822 MADISON YARDS WAY, NORTH TOWER MADISON, WI 53705	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	UNDETERMINED	UNDETERMINED
2.160 WISCONSIN DEPT OF FINANCIAL INSTITUTIONS 4822 MADISON YARDS WAY, NORTH TOWER MADISON, WI 53705	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	UNDETERMINED	UNDETERMINED
2.161 WISCONSIN DEPT OF FINANCIAL INSTITUTIONS 201 W WASHINGTON AVE. SUITE 500 MADISON, WI 53703	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	UNDETERMINED	UNDETERMINED
2.162 WV DIVISION OF FINANCIAL INSTITUTIONS 900 PENNSYLVANIA AVE STE 306 CHARLESTON, WV 25302-3542	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	UNDETERMINED	UNDETERMINED
2.163 WYOMING SECRETARY OF STATE 2020 CAREY AVENUE, 600 CHEYENNE, WY 82001	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	UNDETERMINED	UNDETERMINED
Taxes and certain other debts owed to the government 507(a)(8)						UNDETERMINED	UNDETERMINED
Total:							

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Schedule E/F: Creditors Who Have Unsecured Claims

Part 1: List All Creditors with PRIORITY Unsecured Claims

Total: All Creditors with PRIORITY Unsecured Claims

UNDETERMINED	UNDETERMINED
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Reverse Mortgage Solutions, Inc.

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Schedule E/F: Creditors Who Have Unsecured Claims

Part 2: List All Creditors with NONPRIORITY Unsecured Claims

3. List in alphabetical order all of the creditors with nonpriority unsecured claims. If the debtor has more than 6 creditors with nonpriority unsecured claims, fill out and attach the Additional Page of Part 2.

Creditor's Name, Mailing Address Including Zip Code	Date Claim Was Incurred And Account Number	C	U	D	Basis For Claim	Offset	Amount of Claim
Trade Payables							
3.1 365 OPERATING COMPANY LLC 200 CONNECTICUT AVE STE 5A NORWALK, CT 06854	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Trade Payable	<input type="checkbox"/>	\$14,069
3.2 A.Z. & ASSOCIATES REAL ESTATE GROUP 13532 N 65TH AVE. GLENDALE, AZ 85304	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Trade Payable	<input type="checkbox"/>	UNDETERMINED
3.3 ABACUS SOLUTIONS LLC PO BOX 936122 ATLANTA, GA 31193	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Trade Payable	<input type="checkbox"/>	\$5,000
3.4 ACE REALTY 520 W PALMDALE BLVD SUITE J PALMDALE, CA 93551	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Trade Payable	<input type="checkbox"/>	UNDETERMINED
3.5 ADAM HAYNES 8540 BAY DR. SPRING HILL, FL 34606	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Trade Payable	<input type="checkbox"/>	UNDETERMINED
3.6 ALDRIDGE PITE LLP PO BOX 935333 ATLANTA, GA 31193-5333	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Trade Payable	<input type="checkbox"/>	\$287
3.7 ALL PRO ASSET SOLUTIONS INC 5473 LEE STREET, SUITE 201 LEHIGH ACRES, FL 33971	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Trade Payable	<input type="checkbox"/>	UNDETERMINED
3.8 ALLIED PRINTING RESOURCES 33 COMMERCE ROAD CARLSTADT, NJ 07072	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Trade Payable	<input type="checkbox"/>	\$759
3.9 ALMA IRIS ROA VARGAS NOT AVAILABLE	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Trade Payable	<input type="checkbox"/>	UNDETERMINED
3.10 ALONTI CAFE & CATERING 1210 W CLAY ST STE 17 HOUSTON, TX 77019	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Trade Payable	<input type="checkbox"/>	\$146

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Part 2: List All Creditors with NONPRIORITY Unsecured Claims

Creditor's Name, Mailing Address Including Zip Code	Date Claim Was Incurred And Account Number	C	U	D	Basis For Claim	Offset	Amount of Claim
Trade Payables							
3.11 AMERISTAR REALTORS, INC. ATTN: JENNIFER REESE 5222 CYPRESS CREEK PKWY SUITE 120 HOUSTON, TX 77069	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Trade Payable	<input type="checkbox"/>	UNDETERMINED
3.12 ANA MARIE MADRIGAL NOT AVAILABLE	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Trade Payable	<input type="checkbox"/>	UNDETERMINED
3.13 ANDREW JACK BETZ NOT AVAILABLE	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Trade Payable	<input type="checkbox"/>	UNDETERMINED
3.14 ANNA CHRISTODOULOU NOT AVAILABLE	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Trade Payable	<input type="checkbox"/>	UNDETERMINED
3.15 ANNE DEROCHE PROSPERIE NOT AVAILABLE	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Trade Payable	<input type="checkbox"/>	UNDETERMINED
3.16 AREA WIDE REALTY CORP. 1545 S. 61ST COURT CICERO, IL 60804	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Trade Payable	<input type="checkbox"/>	UNDETERMINED
3.17 AT BROKERS LLC 100 ENTERPRISE DRIVE SUITE 301 ROCKAWAY, NJ 07866	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Trade Payable	<input type="checkbox"/>	UNDETERMINED
3.18 BAER & TIMBERLAKE P.C. PO BOX 18486 SUITE 100 OKLAHOMA CITY, OK 73154	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Trade Payable	<input type="checkbox"/>	UNDETERMINED
3.19 BALTIMORE COUNTY CLERK OF THE CIRCUIT COURT 401 BOSLEY AVE. 2ND FLOOR TOWSON, MD 21204	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Trade Payable	<input type="checkbox"/>	UNDETERMINED
3.20 BARBARA D HARE NOT AVAILABLE	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Trade Payable	<input type="checkbox"/>	UNDETERMINED
3.21 BARBARA PASCAL NOT AVAILABLE	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Trade Payable	<input type="checkbox"/>	UNDETERMINED

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Part 2: List All Creditors with NONPRIORITY Unsecured Claims

Creditor's Name, Mailing Address Including Zip Code	Date Claim Was Incurred And Account Number	C	U	D	Basis For Claim	Offset	Amount of Claim
Trade Payables							
3.22 BAREFOOT BAY WATER & SEWER 931 BAREFOOT BLVD 2 BAREFOOT BAY, FL 32976	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Trade Payable	<input type="checkbox"/>	UNDETERMINED
3.23 BARRE CITY CLERK BARRE CITY - TAX COLLECT 6 NORTH MAIN STREET, SUI BARRE, VT 05641	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Trade Payable	<input type="checkbox"/>	UNDETERMINED
3.24 BELEN COLVIN NOT AVAILABLE	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Trade Payable	<input type="checkbox"/>	UNDETERMINED
3.25 BELL CARRINGTON & PRICE, LLC TYLER S. GREGG 508 HAMPTON ST. SUITE 301 COLUMBIA, SC 29201	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Trade Payable	<input type="checkbox"/>	UNDETERMINED
3.26 BENDETT & MCHUGH P.C. 270 FARMINGTON AVENUE SUITE 151 FARMINGTON, CT 06032	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Trade Payable	<input type="checkbox"/>	UNDETERMINED
3.27 BENTON COUNTY AUDITOR BENTON CO. - AUDITOR/TRE PO BOX 129 FOLEY, MN 56329	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Trade Payable	<input type="checkbox"/>	UNDETERMINED
3.28 BERKSHIRE HATHAWAY HOME SERVICES FOX-ROACH REALTORS BERKSHIRE HATHAWAY SPECIALTY INSURANCE 500 NORTHPARK TOWN CENTER 1100 ABERNATHY ROAD NE, SUITE 1200 ATLANTA, GA 30328	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Trade Payable	<input type="checkbox"/>	UNDETERMINED
3.29 BERLEY W BIRCHMORE NOT AVAILABLE	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Trade Payable	<input type="checkbox"/>	UNDETERMINED
3.30 BEVERLY HUNT NOT AVAILABLE	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Trade Payable	<input type="checkbox"/>	UNDETERMINED
3.31 BILLIE M OWEN NOT AVAILABLE	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Trade Payable	<input type="checkbox"/>	UNDETERMINED

Reverse Mortgage Solutions, Inc.

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Schedule E/F: Creditors Who Have Unsecured Claims

Part 2: List All Creditors with NONPRIORITY Unsecured Claims

Creditor's Name, Mailing Address Including Zip Code	Date Claim Was Incurred And Account Number	C	U	D	Basis For Claim	Offset	Amount of Claim
Trade Payables							
3.32 BLACK KNIGHT TECH SOL LLC INVOICE PO BOX 842651 LOS ANGELES, CA 90084-2651	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Trade Payable	<input type="checkbox"/>	\$1,139
3.33 BLOOMBERG FINANCE LP PO BOX 416604 BOSTON, MA 02241-6604	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Trade Payable	<input type="checkbox"/>	\$538
3.34 BOB QUALLS NOT AVAILABLE	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Trade Payable	<input type="checkbox"/>	UNDETERMINED
3.35 BOKA ENTERPRISES, INC. 26916 HIDDEN ACRES CT MECHANICSVILLE, MD 20659	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Trade Payable	<input type="checkbox"/>	UNDETERMINED
3.36 BONNIE A KELLER NOT AVAILABLE	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Trade Payable	<input type="checkbox"/>	UNDETERMINED
3.37 BONNIE H TIGNOR NOT AVAILABLE	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Trade Payable	<input type="checkbox"/>	UNDETERMINED
3.38 BOROUGH OF HIGHLAND PARK NOT AVAILABLE	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Trade Payable	<input type="checkbox"/>	UNDETERMINED
3.39 BOROUGH OF MEDFORD LAKES TAX COLLECTOR 1 CABIN CIRCLE MEDFORD LAKES, NJ 08055	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Trade Payable	<input type="checkbox"/>	UNDETERMINED
3.40 BP PETERMAN LAW GROUP, LLC GENE R. HEYMAN 165 BISHOPS WAY, SUITE 100 BROOKFIELD, WI 53005	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Trade Payable	<input type="checkbox"/>	UNDETERMINED
3.41 BRADLEY ARANT BOULT CUMMINGS LLP 1819 5TH AVENUE NORTH BIRMINGHAM, AL 35203	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Trade Payable	<input type="checkbox"/>	UNDETERMINED
3.42 BRENTON WAYNE GILLIAM NOT AVAILABLE	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Trade Payable	<input type="checkbox"/>	UNDETERMINED

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Schedule E/F: Creditors Who Have Unsecured Claims

Part 2: List All Creditors with NONPRIORITY Unsecured Claims

Creditor's Name, Mailing Address Including Zip Code	Date Claim Was Incurred And Account Number	C	U	D	Basis For Claim	Offset	Amount of Claim
Trade Payables							
3.43 BRETT NEAL 235 W INLET RD OCEAN CITY, NJ 08226	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Trade Payable	<input type="checkbox"/>	UNDETERMINED
3.44 BROOK STREET REALTY NOT AVAILABLE	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Trade Payable	<input type="checkbox"/>	UNDETERMINED
3.45 BUFFALO COUNTY REGISTER OF DEEDS BUFFALO COUNTY - TREASUR PO BOX 1270 KEARNEY, NE 68848	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Trade Payable	<input type="checkbox"/>	UNDETERMINED
3.46 BURKE COSTANZA & CARBERRY LLP 9191 BROADWAY MERRVILLE, IN 46410	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Trade Payable	<input type="checkbox"/>	UNDETERMINED
3.47 BUSINESS FORMS PLUS LLC 116 STAGECOACH CIRCLE MILFORD, CT 06460	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Trade Payable	<input type="checkbox"/>	\$4,853
3.48 BUTTE COUNTY RECORDER BUTTE COUNTY - TAX COLLE 25 COUNTY CENTER DRIVE S OROVILLE, CA 95965	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Trade Payable	<input type="checkbox"/>	UNDETERMINED
3.49 CAMBRIDGE HOMES REALTY ATTN: BIBI GHANIE 477 MAIN ST HACKENSACK, NJ 07601	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Trade Payable	<input type="checkbox"/>	UNDETERMINED
3.50 CAMDEN COUNTY MUA 1645 FERRY AVE CAMDEN, NJ 08104	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Trade Payable	<input type="checkbox"/>	UNDETERMINED
3.51 CATHERINE TOOMEY WOLFE NOT AVAILABLE	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Trade Payable	<input type="checkbox"/>	UNDETERMINED
3.52 CECILIA FINELLI NOT AVAILABLE	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Trade Payable	<input type="checkbox"/>	UNDETERMINED
3.53 CELESTINA VARGAS PEREZ NOT AVAILABLE	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Trade Payable	<input type="checkbox"/>	UNDETERMINED

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Schedule E/F: Creditors Who Have Unsecured Claims**Part 2: List All Creditors with NONPRIORITY Unsecured Claims**

Creditor's Name, Mailing Address Including Zip Code	Date Claim Was Incurred And Account Number	C	U	D	Basis For Claim	Offset	Amount of Claim
Trade Payables							
3.54 CELINK COMPU-LINK CORPORATION 3900 CAPITAL CITY BLVD. LANSING, MI 48906	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Trade Payable	<input type="checkbox"/>	UNDETERMINED
3.55 CENTRE GARDEN CITY LLC 3910 RCA BOULEVARD SUITE 1015 PALM BEACH GARDENS, FL 33410	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Trade Payable	<input type="checkbox"/>	\$16,208
3.56 CERTIFIED LANGUAGES INTL 4800 SW MACADAM STE 400 PORTLAND, OR 97239	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Trade Payable	<input type="checkbox"/>	\$128
3.57 CHARLES HALEY AND JO HALEY NOT AVAILABLE	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Trade Payable	<input type="checkbox"/>	UNDETERMINED
3.58 CHARLES MACKAY NOT AVAILABLE	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Trade Payable	<input type="checkbox"/>	UNDETERMINED
3.59 CHICAGO LAND AGENCY SERVICES 1620 WEST BELMONT AVENUE CHICAGO, IL 60657	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Trade Payable	<input type="checkbox"/>	UNDETERMINED
3.60 CHICAGO TITLE INSURANCE COMPANY ATTN: TRUST ACCOUNTING 601 RIVERSIDE AVE JACKSONVILLE, FL 32204	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Trade Payable	<input type="checkbox"/>	UNDETERMINED
3.61 CITY OF ALTAMONTE SPRINGS 225 NEWBURYPORT AVENUE ALTAMONTE SPRINGS, FL 32701	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Trade Payable	<input type="checkbox"/>	UNDETERMINED
3.62 CITY OF AUBURN 25 WEST MAIN ST AUBURN, WA 98001	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Trade Payable	<input type="checkbox"/>	UNDETERMINED
3.63 CITY OF BALTIMORE DEPARTMENT OF FINANCE 200 HOLIDAY STREET BALTIMORE, MD 21202	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Trade Payable	<input type="checkbox"/>	UNDETERMINED

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Schedule E/F: Creditors Who Have Unsecured Claims

Part 2: List All Creditors with NONPRIORITY Unsecured Claims

Creditor's Name, Mailing Address Including Zip Code	Date Claim Was Incurred And Account Number	C	U	D	Basis For Claim	Offset	Amount of Claim
Trade Payables							
3.64 CITY OF CAPE CORAL 1015 CULTURAL PARK BLVD CAPE CORAL, FL 33990	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Trade Payable	<input type="checkbox"/>	UNDETERMINED
3.65 CITY OF CHICAGO 121 N LASALLE ST RM 700 CHICAGO, IL 60602	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Trade Payable	<input type="checkbox"/>	UNDETERMINED
3.66 CITY OF CHICAGO HEIGHTS 1601 CHICAGO ROAD CHICAGO HEIGHTS, IL 60411	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Trade Payable	<input type="checkbox"/>	UNDETERMINED
3.67 CITY OF COLLEGE PLACE 625 S COLLEGE AVE COLLEGE PLACE, WA 99324	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Trade Payable	<input type="checkbox"/>	UNDETERMINED
3.68 CITY OF DELAND UT 120 S FLORIDA AVENUE DELAND, FL 32720	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Trade Payable	<input type="checkbox"/>	UNDETERMINED
3.69 CITY OF ELROY 1717 OMAHA STREET ELROY, WI 53929	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Trade Payable	<input type="checkbox"/>	UNDETERMINED
3.70 CITY OF FALL RIVER ONE GOVERNMENT CENTER, CODE ENFORCEMENT ATTN: GLENN HATHAWAY/BRENDA BEAUDRY FALL RIVER, MA 02722	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Trade Payable	<input type="checkbox"/>	UNDETERMINED
3.71 CITY OF GREENVILLE NOT AVAILABLE	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Trade Payable	<input type="checkbox"/>	UNDETERMINED
3.72 CITY OF JUNCTION CITY 794 WEST SHELBY STREET JUNCTION CITY, KY 40440	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Trade Payable	<input type="checkbox"/>	UNDETERMINED
3.73 CITY OF NORTH MIAMI WATER AND SEWER 17011 NE 19TH AVE NORTH MIAMI BEACH, FL 33162	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Trade Payable	<input type="checkbox"/>	UNDETERMINED
3.74 CITY OF OAKLAND 150 FRANK H OGAWA PLAZA SUITE 5342 OAKLAND, CA 94612	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Trade Payable	<input type="checkbox"/>	UNDETERMINED

Reverse Mortgage Solutions, Inc.

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Schedule E/F: Creditors Who Have Unsecured Claims**Part 2: List All Creditors with NONPRIORITY Unsecured Claims**

Creditor's Name, Mailing Address Including Zip Code	Date Claim Was Incurred And Account Number	C	U	D	Basis For Claim	Offset	Amount of Claim
Trade Payables							
3.75 CITY OF PERTH AMBOY 260 HIGH STREET PERTH AMBOY, NJ 08861	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Trade Payable	<input type="checkbox"/>	UNDETERMINED
3.76 CITY OF PHILADELPHIA 1450 JOHN F KENNEDY BLVD PHILADELPHIA, PA 19407	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Trade Payable	<input type="checkbox"/>	UNDETERMINED
3.77 CITY OF POMONA CALIFORNIA NOT AVAILABLE	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Trade Payable	<input type="checkbox"/>	UNDETERMINED
3.78 CITY OF ROCKVILLE 111 MARYLAND AVENUE ROCKVILLE, MD 20850	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Trade Payable	<input type="checkbox"/>	UNDETERMINED
3.79 CITY OF ST. CHARLES NOT AVAILABLE	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Trade Payable	<input type="checkbox"/>	UNDETERMINED
3.80 CITY OF STAFFORD NOT AVAILABLE	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Trade Payable	<input type="checkbox"/>	UNDETERMINED
3.81 CITY OF TAMPA 306 E. JACKSON STREET TAMPA, FL 33602	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Trade Payable	<input type="checkbox"/>	UNDETERMINED
3.82 CITY OF WALLA WALLA 15 N 3RD AVE WALLA WALLA, WA 99362	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Trade Payable	<input type="checkbox"/>	UNDETERMINED
3.83 CLARA E BINGHAM NOT AVAILABLE	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Trade Payable	<input type="checkbox"/>	UNDETERMINED
3.84 COGNIZANT TECHNOLOGY SOLUTIONS 24721 NETWORK PLACE CHICAGO, IL 60673-1247	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Trade Payable	<input type="checkbox"/>	\$667,324
3.85 COLLEEN R HERBSTER NOT AVAILABLE	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Trade Payable	<input type="checkbox"/>	UNDETERMINED

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Schedule E/F: Creditors Who Have Unsecured Claims**Part 2: List All Creditors with NONPRIORITY Unsecured Claims**

Creditor's Name, Mailing Address Including Zip Code	Date Claim Was Incurred And Account Number	C	U	D	Basis For Claim	Offset	Amount of Claim
Trade Payables							
3.86 COMCAST PO BOX 60533 CITY OF INDUSTRY, CA 91716- 0533	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Trade Payable	<input type="checkbox"/>	\$381
3.87 COMMUNITY TITLE COMPANY,LLC NOT AVAILABLE	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Trade Payable	<input type="checkbox"/>	UNDETERMINED
3.88 CONRAD W SIMMONS & KAYE B SIMMONS NOT AVAILABLE	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Trade Payable	<input type="checkbox"/>	UNDETERMINED
3.89 CONSTANCE M. FORBES & DAVID L. FORBES NOT AVAILABLE	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Trade Payable	<input type="checkbox"/>	UNDETERMINED
3.90 CONTINENTAL REAL ESTATE SERVICES NOT AVAILABLE	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Trade Payable	<input type="checkbox"/>	UNDETERMINED
3.91 CORELOGIC TAX SERVICES LLC PO BOX 200079 DALLAS, TX 75320	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Trade Payable	<input type="checkbox"/>	\$30,308
3.92 COU OF MIAMI INC 4191 NW 107 AVE DORAL, FL 33178	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Trade Payable	<input type="checkbox"/>	UNDETERMINED
3.93 COY T POWELL NOT AVAILABLE	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Trade Payable	<input type="checkbox"/>	UNDETERMINED
3.94 CREEKSIDE REALTY, INC. 24205-A NORTHWESTERN PIKE P.O. BOX 1920 ROMNEY, WV 26757	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Trade Payable	<input type="checkbox"/>	UNDETERMINED
3.95 CROWN TITLE CORPORATION 1 SANFORD AVENUE BALTIMORE, MD 21228	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Trade Payable	<input type="checkbox"/>	UNDETERMINED
3.96 CRYSTAL ROGERS NOT AVAILABLE	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Trade Payable	<input type="checkbox"/>	UNDETERMINED

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Creditor's Name, Mailing Address Including Zip Code	Date Claim Was Incurred And Account Number	C	U	D	Basis For Claim	Offset	Amount of Claim
Trade Payables							
3.97 CSM FORECLOSURE TRUSTEE CORPORATION 15W030 NORTH FRONTAGE ROAD BURR RIDGE, IL 60527	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Trade Payable	<input type="checkbox"/>	UNDETERMINED
3.98 CT CORPORATION P.O. BOX 4349 CAROL STREAM, IL 60197-4349	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Trade Payable	<input type="checkbox"/>	\$154
3.99 CURTIS & SONS INC NOT AVAILABLE	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Trade Payable	<input type="checkbox"/>	UNDETERMINED
3.100 DATAFOUNDRY PO BOX 730396 DALLAS, TX 75373-0396	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Trade Payable	<input type="checkbox"/>	\$5,390
3.101 DAVENA K BRECHBIEL NOT AVAILABLE	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Trade Payable	<input type="checkbox"/>	UNDETERMINED
3.102 DC TREASURER 1100 4TH ST SW 5TH FL WASHINGTON, DC 20024	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Trade Payable	<input type="checkbox"/>	UNDETERMINED
3.103 DEAN MORRIS LLP 1505 N 19TH ST MONROE, LA 71201	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Trade Payable	<input type="checkbox"/>	UNDETERMINED
3.104 DELAWARE COUNTY RWD #11 NOT AVAILABLE	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Trade Payable	<input type="checkbox"/>	UNDETERMINED
3.105 DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT NOT AVAILABLE	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Trade Payable	<input type="checkbox"/>	UNDETERMINED
3.106 DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD) NOT AVAILABLE	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Trade Payable	<input type="checkbox"/>	UNDETERMINED
3.107 DEPTFORD TOWNSHIP MUA 898 CATTELL RD WENONAH, NJ 08090	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Trade Payable	<input type="checkbox"/>	UNDETERMINED

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Trade Payables							
3.108 DIAMOND B INVESTORS 548 GIBSON DRIVE SUITE 200 ROSEVILLE, CA 95678	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Trade Payable	<input type="checkbox"/>	UNDETERMINED
3.109 DIANE B MCWHIRTER, ATTORNEY P.O. BOX 1646 WINTER PARK, FL 32790	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Trade Payable	<input type="checkbox"/>	UNDETERMINED
3.110 DIANE C TERRY-BRUDER NOT AVAILABLE	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Trade Payable	<input type="checkbox"/>	UNDETERMINED
3.111 DIANE M MUSOLF NOT AVAILABLE	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Trade Payable	<input type="checkbox"/>	UNDETERMINED
3.112 DIANE PITTA NOT AVAILABLE	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Trade Payable	<input type="checkbox"/>	UNDETERMINED
3.113 DINAH L WILLIAMS NOT AVAILABLE	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Trade Payable	<input type="checkbox"/>	UNDETERMINED
3.114 DIRECTOR OF FINANCE 100 N. HOLLIDAY ST. BALTIMORE, MD 21202	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Trade Payable	<input type="checkbox"/>	UNDETERMINED
3.115 DOCSOLUTION, INC. 2316 SOUTHMORE PASADENA, TX 77502	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Trade Payable	<input type="checkbox"/>	UNDETERMINED
3.116 DON L CARTER & CAROL J CARTER NOT AVAILABLE	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Trade Payable	<input type="checkbox"/>	UNDETERMINED
3.117 DONALD A DUPUIS & PATRICIA M DUPUIS NOT AVAILABLE	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Trade Payable	<input type="checkbox"/>	UNDETERMINED
3.118 DONNA I HEATH NOT AVAILABLE	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Trade Payable	<input type="checkbox"/>	UNDETERMINED

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Schedule E/F: Creditors Who Have Unsecured Claims**Part 2: List All Creditors with NONPRIORITY Unsecured Claims**

Creditor's Name, Mailing Address Including Zip Code	Date Claim Was Incurred And Account Number	C	U	D	Basis For Claim	Offset	Amount of Claim
Trade Payables							
3.119 DONNA K SCHMIEDERER NOT AVAILABLE	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Trade Payable	<input type="checkbox"/>	UNDETERMINED
3.120 DONNA L MILLER NOT AVAILABLE	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Trade Payable	<input type="checkbox"/>	UNDETERMINED
3.121 DONNA R PALMER NOT AVAILABLE	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Trade Payable	<input type="checkbox"/>	UNDETERMINED
3.122 DOROTHY HOPKINS NOT AVAILABLE	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Trade Payable	<input type="checkbox"/>	UNDETERMINED
3.123 DOUGLAS G. & KATHRYN D. KOHLE NOT AVAILABLE	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Trade Payable	<input type="checkbox"/>	UNDETERMINED
3.124 DOUGLAS R AND SUSAN M BANKER NOT AVAILABLE	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Trade Payable	<input type="checkbox"/>	UNDETERMINED
3.125 DSHS 1100 W. 49TH STREET AUSTIN, TX 78756	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Trade Payable	<input type="checkbox"/>	UNDETERMINED
3.126 EAN SERVICES LLC - SERVICING NATL C PO BOX 402334 ATLANTA, GA 30384	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Trade Payable	<input type="checkbox"/>	\$1,429
3.127 EASTERN MUNICIPAL WATER DISTRICT 2270 TRUMBLE ROAD PERRIS, CA 92572	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Trade Payable	<input type="checkbox"/>	UNDETERMINED
3.128 ECKERT SEAMANS CHERIN & MELLOTT LLC 600 GRANT STREET 44TH FLOOR PITTSBURGH, PA 15219	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Trade Payable	<input type="checkbox"/>	\$1,974
3.129 EDSON-NEIL INCORPORATED PO BOX 270142 FLOWER MOUND, TX 75027	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Trade Payable	<input type="checkbox"/>	\$2,197

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Schedule E/F: Creditors Who Have Unsecured Claims

Part 2: List All Creditors with NONPRIORITY Unsecured Claims

Creditor's Name, Mailing Address Including Zip Code	Date Claim Was Incurred And Account Number	C	U	D	Basis For Claim	Offset	Amount of Claim
Trade Payables							
3.130 EILEEN SHAPIRO NOT AVAILABLE	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Trade Payable	<input type="checkbox"/>	UNDETERMINED
3.131 ELAINE ALFIERO NOT AVAILABLE	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Trade Payable	<input type="checkbox"/>	UNDETERMINED
3.132 ELAINE K. COHEN NOT AVAILABLE	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Trade Payable	<input type="checkbox"/>	UNDETERMINED
3.133 ELAINE MAYO NOT AVAILABLE	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Trade Payable	<input type="checkbox"/>	UNDETERMINED
3.134 ELFANT WISSAHICKON REALTORS ATTN: MARY JO POTTS 7112 GERMANTOWN AVE PHILADELPHIA, PA 19119	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Trade Payable	<input type="checkbox"/>	UNDETERMINED
3.135 EMMA FLORENCE WORRELL NOT AVAILABLE	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Trade Payable	<input type="checkbox"/>	UNDETERMINED
3.136 EOI DIRECT 1880 W. JUDITH LANE SUITE 220 BOISE, ID 83705	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Trade Payable	<input type="checkbox"/>	UNDETERMINED
3.137 ERA STATEWIDE REALTY 284 HIGHWAY 206 SUITE B HILLSBOROUGH, NJ 08844	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Trade Payable	<input type="checkbox"/>	UNDETERMINED
3.138 ERNEST T KRAFT NOT AVAILABLE	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Trade Payable	<input type="checkbox"/>	UNDETERMINED
3.139 ESTATE OF ALONZO MCLEOD NOT AVAILABLE	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Trade Payable	<input type="checkbox"/>	UNDETERMINED
3.140 ESTATE OF ARLENE T BOYER NOT AVAILABLE	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Trade Payable	<input type="checkbox"/>	UNDETERMINED

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Schedule E/F: Creditors Who Have Unsecured Claims**Part 2: List All Creditors with NONPRIORITY Unsecured Claims**

Creditor's Name, Mailing Address Including Zip Code	Date Claim Was Incurred And Account Number	C	U	D	Basis For Claim	Offset	Amount of Claim
Trade Payables							
3.141 ESTATE OF CATHERINE DIANE CROPPER NOT AVAILABLE	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Trade Payable	<input type="checkbox"/>	UNDETERMINED
3.142 ESTATE OF CATHRINE M. MELLO NOT AVAILABLE	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Trade Payable	<input type="checkbox"/>	UNDETERMINED
3.143 ESTATE OF EUSTACE R HARPER NOT AVAILABLE	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Trade Payable	<input type="checkbox"/>	UNDETERMINED
3.144 ESTATE OF GLORIA I PAULINO NOT AVAILABLE	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Trade Payable	<input type="checkbox"/>	UNDETERMINED
3.145 ESTATE OF HANAKO INADA NOT AVAILABLE	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Trade Payable	<input type="checkbox"/>	UNDETERMINED
3.146 ESTATE OF HAROLD DUBIN NOT AVAILABLE	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Trade Payable	<input type="checkbox"/>	UNDETERMINED
3.147 ESTATE OF HERBERT B STRONG 1183 CRESTON HATCHERY ROAD KALISPELL, MT 59901	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Trade Payable	<input type="checkbox"/>	\$7,500
3.148 ESTATE OF HOWARD G. COMAN NOT AVAILABLE	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Trade Payable	<input type="checkbox"/>	UNDETERMINED
3.149 ESTATE OF INEZ OWENS NOT AVAILABLE	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Trade Payable	<input type="checkbox"/>	UNDETERMINED
3.150 ESTATE OF JAMES BARLOW NOT AVAILABLE	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Trade Payable	<input type="checkbox"/>	UNDETERMINED
3.151 ESTATE OF JAMILEH IBRAHIM KHALIL NOT AVAILABLE	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Trade Payable	<input type="checkbox"/>	UNDETERMINED
3.152 ESTATE OF JANET PACIOTTI NOT AVAILABLE	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Trade Payable	<input type="checkbox"/>	UNDETERMINED

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Schedule E/F: Creditors Who Have Unsecured Claims

Part 2: List All Creditors with NONPRIORITY Unsecured Claims

Creditor's Name, Mailing Address Including Zip Code	Date Claim Was Incurred And Account Number	C	U	D	Basis For Claim	Offset	Amount of Claim
Trade Payables							
3.153 ESTATE OF JEANETTE GIGLIOTTE NOT AVAILABLE	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Trade Payable	<input type="checkbox"/>	UNDETERMINED
3.154 ESTATE OF LEON E ROSS NOT AVAILABLE	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Trade Payable	<input type="checkbox"/>	UNDETERMINED
3.155 ESTATE OF MARION C ASHBURN NOT AVAILABLE	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Trade Payable	<input type="checkbox"/>	UNDETERMINED
3.156 ESTATE OF MARK VENIT NOT AVAILABLE	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Trade Payable	<input type="checkbox"/>	UNDETERMINED
3.157 ESTATE OF NANCY BURCH NOT AVAILABLE	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Trade Payable	<input type="checkbox"/>	UNDETERMINED
3.158 ESTATE OF OPHELIA B HAYES NOT AVAILABLE	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Trade Payable	<input type="checkbox"/>	UNDETERMINED
3.159 ESTATE OF PATRICIA L BLANE NOT AVAILABLE	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Trade Payable	<input type="checkbox"/>	UNDETERMINED
3.160 ESTATE OF RICHARD HALL NOT AVAILABLE	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Trade Payable	<input type="checkbox"/>	UNDETERMINED
3.161 ESTATE OF STEVEN F BOOSE NOT AVAILABLE	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Trade Payable	<input type="checkbox"/>	UNDETERMINED
3.162 ESTATE OF SUSAN W. MCKENNA NOT AVAILABLE	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Trade Payable	<input type="checkbox"/>	UNDETERMINED
3.163 EVA GLADNEY NOT AVAILABLE	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Trade Payable	<input type="checkbox"/>	UNDETERMINED
3.164 EVELYN YOB ESTATE NOT AVAILABLE	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Trade Payable	<input type="checkbox"/>	UNDETERMINED

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Schedule E/F: Creditors Who Have Unsecured Claims

Part 2: List All Creditors with NONPRIORITY Unsecured Claims

Creditor's Name, Mailing Address Including Zip Code	Date Claim Was Incurred And Account Number	C	U	D	Basis For Claim	Offset	Amount of Claim
Trade Payables							
3.165 FAIR LAWN WATER BILLING 8-01 FAIR LAWN AVENUE FAIR LAWN, NJ 07410	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Trade Payable	<input type="checkbox"/>	UNDETERMINED
3.166 FEDERAL EXPRESS CORP PO BOX 94515 PALATINE, IL 60094-4515	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Trade Payable	<input type="checkbox"/>	\$661
3.167 FIDELITY NATIONAL TITLE COMPANY 7565 MISSION VALLEY ROAD STE 100 SAN DIEGO, CA 92108	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Trade Payable	<input type="checkbox"/>	UNDETERMINED
3.168 FIRST TITLE & ESCROW, INC. 15 W GUDE DRIVE SUITE 400 ROCKVILLE, MD 20850	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Trade Payable	<input type="checkbox"/>	UNDETERMINED
3.169 FOUR SEASONS REALTY GROUP INC 4752 PLSGAH DRIVE CANTON, NC 28716	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Trade Payable	<input type="checkbox"/>	UNDETERMINED
3.170 FRANCES T CLEVELAND & MARVIN D CLEVELAND JR NOT AVAILABLE	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Trade Payable	<input type="checkbox"/>	UNDETERMINED
3.171 FRANCIS L REDER NOT AVAILABLE	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Trade Payable	<input type="checkbox"/>	UNDETERMINED
3.172 FRANK J ROGAN NOT AVAILABLE	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Trade Payable	<input type="checkbox"/>	UNDETERMINED
3.173 FRED R. VOORHEES NOT AVAILABLE	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Trade Payable	<input type="checkbox"/>	UNDETERMINED
3.174 FRED SPIEGEL NOT AVAILABLE	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Trade Payable	<input type="checkbox"/>	UNDETERMINED
3.175 FRED A JAMES NOT AVAILABLE	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Trade Payable	<input type="checkbox"/>	UNDETERMINED

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Creditor's Name, Mailing Address Including Zip Code	Date Claim Was Incurred And Account Number	C	U	D	Basis For Claim	Offset	Amount of Claim
Trade Payables							
3.176 FUSION REALTORS FUSION REAL ESTATE INC 1029 COMMERCIAL ST WATERLOO, IA 50702	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Trade Payable	<input type="checkbox"/>	UNDETERMINED
3.177 GAIL LEE SNOW NOT AVAILABLE	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Trade Payable	<input type="checkbox"/>	UNDETERMINED
3.178 GAIL WALDEN WARD NOT AVAILABLE	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Trade Payable	<input type="checkbox"/>	UNDETERMINED
3.179 GALLOWAY JOHNSON TOMPKINS BURR 1301 MCKINNEY ST #1400 HOUSTON, TX 77025	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Trade Payable	<input type="checkbox"/>	\$17,477
3.180 GARY L CORBELL NOT AVAILABLE	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Trade Payable	<input type="checkbox"/>	UNDETERMINED
3.181 GARY M MATZ & LOUISE A MATZ NOT AVAILABLE	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Trade Payable	<input type="checkbox"/>	UNDETERMINED
3.182 GEORGE L. DURHAM III NOT AVAILABLE	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Trade Payable	<input type="checkbox"/>	UNDETERMINED
3.183 GEORGE M. CURTIN JR. NOT AVAILABLE	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Trade Payable	<input type="checkbox"/>	UNDETERMINED
3.184 GLORIA D JONES NOT AVAILABLE	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Trade Payable	<input type="checkbox"/>	UNDETERMINED
3.185 GLORIA E WEST NOT AVAILABLE	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Trade Payable	<input type="checkbox"/>	UNDETERMINED
3.186 GLORIA GONZALEZ RAMOS NOT AVAILABLE	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Trade Payable	<input type="checkbox"/>	UNDETERMINED

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Creditor's Name, Mailing Address Including Zip Code	Date Claim Was Incurred And Account Number	C	U	D	Basis For Claim	Offset	Amount of Claim
Trade Payables							
3.187 GLORIA J HOOPER NOT AVAILABLE	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Trade Payable	<input type="checkbox"/>	UNDETERMINED
3.188 GLS LEGAL SERVICES, LLC GENEVIEVE LOPEZ STIPES, ESQ. P.O. BOX 367308 SAN JUAN, PR 00936-7308	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Trade Payable	<input type="checkbox"/>	UNDETERMINED
3.189 GRAY ROBINSON, P.A T.W. ANDERSON JR. 301 E. PINE STREET, SUITE 1400 ORLANDO, FL 32801	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Trade Payable	<input type="checkbox"/>	UNDETERMINED
3.190 GREENBERG TRAUIG LLP 1750 TYSONS BLVD #1000 MCLEAN, VA 22102	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Trade Payable	<input type="checkbox"/>	\$11,954
3.191 GREGG & VALBY LLP 1700 WEST LOOP SOUTH, SUITE 200 HOUSTON, TX 77027	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Trade Payable	<input type="checkbox"/>	UNDETERMINED
3.192 GUARDIAN ASSET MANAGEMENT (N) KATIE CATHEY 2021 HARTEL STREET LEVITTOWN, PA 19057	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Trade Payable	<input type="checkbox"/>	UNDETERMINED
3.193 GULDI GROUP, LLC PO BOX 298607 PEMBROKE PINES, FL 33029	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Trade Payable	<input type="checkbox"/>	UNDETERMINED
3.194 GUY W RHODES NOT AVAILABLE	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Trade Payable	<input type="checkbox"/>	UNDETERMINED
3.195 HALLIDAY & WATKINS, P.C. 376 E 400 S SUITE 300 SALT LAKE CITY, UT 84111	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Trade Payable	<input type="checkbox"/>	UNDETERMINED
3.196 HEAVNER, BEYERS & MIHLAR LLC 111 E. MAIN ST. DECATUR, IL 62523	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Trade Payable	<input type="checkbox"/>	UNDETERMINED
3.197 HENRY G HYPOLITE NOT AVAILABLE	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Trade Payable	<input type="checkbox"/>	UNDETERMINED

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Creditor's Name, Mailing Address Including Zip Code	Date Claim Was Incurred And Account Number	C	U	D	Basis For Claim	Offset	Amount of Claim
Trade Payables							
3.198 HERBERT JACKSON NOT AVAILABLE	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Trade Payable	<input type="checkbox"/>	UNDETERMINED
3.199 HERSCHEL C. ADCOCKJR. ANGIE RABALAIS, BRANDY MAY CASIE JENKINS, HERSCHEL ADCOCK 13541 TIGER BEND RD BATON ROUGE, LA 70817	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Trade Payable	<input type="checkbox"/>	UNDETERMINED
3.200 HILDA M MURPHY NOT AVAILABLE	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Trade Payable	<input type="checkbox"/>	UNDETERMINED
3.201 HOME ALLIANCE REALTY ATTN: LISA LOPEZ 142 E. BAY AVE MANAHAWKIN, NJ 08050	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Trade Payable	<input type="checkbox"/>	UNDETERMINED
3.202 HOOK & LADDER REALTY OF CENTRAL FLORIDA LLC ATTN: WILLIAM HOWELL 49 N. EAST AVE SARASOTA, FL 34237	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Trade Payable	<input type="checkbox"/>	UNDETERMINED
3.203 HOUSE REAL ESTATE OF OKLAHOMA, L.L.C. 506 E WYANDOTTE AVE MCALESTER, OK 74501	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Trade Payable	<input type="checkbox"/>	UNDETERMINED
3.204 HOVANES BEZERJIAN & KLARA BEZERJIAN NOT AVAILABLE	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Trade Payable	<input type="checkbox"/>	UNDETERMINED
3.205 HUGHES WATTERS & ASKANASE, LLP ASKANASE LLP 28TH FL 1201 LOUISIANA ST HOUSTON, TX 77002	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Trade Payable	<input type="checkbox"/>	UNDETERMINED
3.206 HUNTON & WILLIAMS LLP PO BOX 405759 ATLANTA, GA 30384-5759	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Trade Payable	<input type="checkbox"/>	\$2,576
3.207 INDEPENDENCE REO 661 W GERMANTOWN PIKE SUITE 210 PLYMOUTH MEETING, PA 19462	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Trade Payable	<input type="checkbox"/>	UNDETERMINED

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Creditor's Name, Mailing Address Including Zip Code	Date Claim Was Incurred And Account Number	C	U	D	Basis For Claim	Offset	Amount of Claim
Trade Payables							
3.208 IRIS DELIA PUCHAHES LEBRON NOT AVAILABLE	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Trade Payable	<input type="checkbox"/>	UNDETERMINED
3.209 IRON MOUNTAIN PO BOX 27128 NEW YORK, NY 10087-7128	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Trade Payable	<input type="checkbox"/>	\$6,597
3.210 JACK N VAN NESS NOT AVAILABLE	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Trade Payable	<input type="checkbox"/>	UNDETERMINED
3.211 JAMES L VINCENT NOT AVAILABLE	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Trade Payable	<input type="checkbox"/>	UNDETERMINED
3.212 JAMES RICHARD GREVE JR. & MARIA ANGELICA GREVE NOT AVAILABLE	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Trade Payable	<input type="checkbox"/>	UNDETERMINED
3.213 JAMES W SULLIVAN NOT AVAILABLE	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Trade Payable	<input type="checkbox"/>	UNDETERMINED
3.214 JANE J. ROSENTHAL NOT AVAILABLE	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Trade Payable	<input type="checkbox"/>	UNDETERMINED
3.215 JANE V WOODBECK NOT AVAILABLE	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Trade Payable	<input type="checkbox"/>	UNDETERMINED
3.216 JEAN P ODOM NOT AVAILABLE	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Trade Payable	<input type="checkbox"/>	UNDETERMINED
3.217 JEANETTE C THOMAS NOT AVAILABLE	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Trade Payable	<input type="checkbox"/>	UNDETERMINED
3.218 JEANNE E. OLLER NOT AVAILABLE	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Trade Payable	<input type="checkbox"/>	UNDETERMINED
3.219 JEFFERY JAMES JACQUEZ NOT AVAILABLE	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Trade Payable	<input type="checkbox"/>	UNDETERMINED

Reverse Mortgage Solutions, Inc.

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Schedule E/F: Creditors Who Have Unsecured Claims**Part 2: List All Creditors with NONPRIORITY Unsecured Claims**

Creditor's Name, Mailing Address Including Zip Code	Date Claim Was Incurred And Account Number	C	U	D	Basis For Claim	Offset	Amount of Claim
Trade Payables							
3.220 JESSIE I ELLIS NOT AVAILABLE	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Trade Payable	<input type="checkbox"/>	UNDETERMINED
3.221 JESUS CINTRON ORTEGA NOT AVAILABLE	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Trade Payable	<input type="checkbox"/>	UNDETERMINED
3.222 JIM MOFFITT NOT AVAILABLE	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Trade Payable	<input type="checkbox"/>	UNDETERMINED
3.223 JLC REAL ESTATE GROUP LLC P O BOX 275 WENONAH, NJ 08090	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Trade Payable	<input type="checkbox"/>	UNDETERMINED
3.224 JO ELLEN MORRISON NOT AVAILABLE	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Trade Payable	<input type="checkbox"/>	UNDETERMINED
3.225 JOAN DIANA HORN & LEW HORN NOT AVAILABLE	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Trade Payable	<input type="checkbox"/>	UNDETERMINED
3.226 JOAN S SMITH NOT AVAILABLE	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Trade Payable	<input type="checkbox"/>	UNDETERMINED
3.227 JOANNA J. ECONOMAKOS NOT AVAILABLE	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Trade Payable	<input type="checkbox"/>	UNDETERMINED
3.228 JOHN A NOEL & ROSE M NOEL NOT AVAILABLE	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Trade Payable	<input type="checkbox"/>	UNDETERMINED
3.229 JOHN D HAYS & JUDY A HAYS NOT AVAILABLE	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Trade Payable	<input type="checkbox"/>	UNDETERMINED
3.230 JOHN D RITTS NOT AVAILABLE	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Trade Payable	<input type="checkbox"/>	UNDETERMINED
3.231 JOHN E PHILLIPS NOT AVAILABLE	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Trade Payable	<input type="checkbox"/>	UNDETERMINED

Reverse Mortgage Solutions, Inc.

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Schedule E/F: Creditors Who Have Unsecured Claims

Part 2: List All Creditors with NONPRIORITY Unsecured Claims

Creditor's Name, Mailing Address Including Zip Code	Date Claim Was Incurred And Account Number	C	U	D	Basis For Claim	Offset	Amount of Claim
Trade Payables							
3.232 JOHN H BURKHARDT NOT AVAILABLE	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Trade Payable	<input type="checkbox"/>	UNDETERMINED
3.233 JOHN R VAN GILDER NOT AVAILABLE	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Trade Payable	<input type="checkbox"/>	UNDETERMINED
3.234 JOHN S COSTA & DONNA S COSTA NOT AVAILABLE	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Trade Payable	<input type="checkbox"/>	UNDETERMINED
3.235 JOHNNY GLENN BUMGARNER NOT AVAILABLE	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Trade Payable	<input type="checkbox"/>	UNDETERMINED
3.236 JOSEPH CRAIG KING III NOT AVAILABLE	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Trade Payable	<input type="checkbox"/>	UNDETERMINED
3.237 JOYCE E. GRANT NOT AVAILABLE	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Trade Payable	<input type="checkbox"/>	UNDETERMINED
3.238 JOYCE FLOWERS NOT AVAILABLE	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Trade Payable	<input type="checkbox"/>	UNDETERMINED
3.239 JPK, CAPITAL LTD 11512 WEST 183RD STREET SUITE SE ORLAND PARK, IL 60467	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Trade Payable	<input type="checkbox"/>	UNDETERMINED
3.240 JUDITH PEABODY NOT AVAILABLE	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Trade Payable	<input type="checkbox"/>	UNDETERMINED
3.241 JUDY ANN SHULTZ ESTATE NOT AVAILABLE	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Trade Payable	<input type="checkbox"/>	UNDETERMINED
3.242 JUDY CUTLER NOT AVAILABLE	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Trade Payable	<input type="checkbox"/>	UNDETERMINED

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Schedule E/F: Creditors Who Have Unsecured Claims**Part 2: List All Creditors with NONPRIORITY Unsecured Claims**

Creditor's Name, Mailing Address Including Zip Code	Date Claim Was Incurred And Account Number	C	U	D	Basis For Claim	Offset	Amount of Claim
Trade Payables							
3.243 JUDY KLENK CROSBIE NOT AVAILABLE	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Trade Payable	<input type="checkbox"/>	UNDETERMINED
3.244 JUDY M BERRY & WILLIAM L BERRY NOT AVAILABLE	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Trade Payable	<input type="checkbox"/>	UNDETERMINED
3.245 JULIA VIRGINIA SANTOS SANTOS NOT AVAILABLE	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Trade Payable	<input type="checkbox"/>	UNDETERMINED
3.246 JUNE P BAILEY NOT AVAILABLE	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Trade Payable	<input type="checkbox"/>	UNDETERMINED
3.247 KABAT CHAPMAN & OZMER LLP 171 17TH STREET NW SUITE 1550 ATLANTA, GA 30363	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Trade Payable	<input type="checkbox"/>	\$17,746
3.248 KARIN GISLINDE COLON NOT AVAILABLE	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Trade Payable	<input type="checkbox"/>	UNDETERMINED
3.249 KATHRYN F. BOILEAU NOT AVAILABLE	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Trade Payable	<input type="checkbox"/>	UNDETERMINED
3.250 KATHRYN L SMITH NOT AVAILABLE	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Trade Payable	<input type="checkbox"/>	UNDETERMINED
3.251 KEESAL, YOUNG & LOGAN LORI MULHALL 400 OCEANGATE LONG BEACH, CA 90802	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Trade Payable	<input type="checkbox"/>	UNDETERMINED
3.252 KELLER WILLIAMS REALTY THE MARKETPLACE ATTN: LIBBY SOSINSKI- SOUILLIARD 455 COCHRAN ROAD PITTSBURGH, PA 15228	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Trade Payable	<input type="checkbox"/>	UNDETERMINED
3.253 KELLY ANN PUGH NOT AVAILABLE	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Trade Payable	<input type="checkbox"/>	UNDETERMINED

Reverse Mortgage Solutions, Inc.

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Schedule E/F: Creditors Who Have Unsecured Claims**Part 2: List All Creditors with NONPRIORITY Unsecured Claims**

Creditor's Name, Mailing Address Including Zip Code	Date Claim Was Incurred And Account Number	C	U	D	Basis For Claim	Offset	Amount of Claim
Trade Payables							
3.254 KENNEDY CONNECTION REALTORS 15255 S 94TH AVENUE 500 ORLAND PARK, IL 60462	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Trade Payable	<input type="checkbox"/>	UNDETERMINED
3.255 KESSLER & KEIRNAN, P.C. 3255 N. ARLINGTON HEIGHTS ROAD SUITE 505 ARLINGTON HEIGHTS, IL 60004	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Trade Payable	<input type="checkbox"/>	UNDETERMINED
3.256 KIEFER REALTY PA ATTN: SCOTT KIEFER 8720 SW HIGHWAY 200 12 OCALA, FL 34481	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Trade Payable	<input type="checkbox"/>	UNDETERMINED
3.257 KING COUNTY 500 FOURTH AVE, ROOM 600 SEATTLE, WA 98104-2387	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Trade Payable	<input type="checkbox"/>	UNDETERMINED
3.258 KUTAK ROCK LLP PO BOX 30057 OMAHA, NE 68103-1157	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Trade Payable	<input type="checkbox"/>	\$67
3.259 LANCASTER AREA SEWER AUTHORITY 130 CENTERVILLE ROAD LANCASTER, PA 17603	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Trade Payable	<input type="checkbox"/>	UNDETERMINED
3.260 LARRY M STOKES NOT AVAILABLE	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Trade Payable	<input type="checkbox"/>	UNDETERMINED
3.261 LAW OFFICES OF LES ZIEVE 30 CORPORATE PARK STE 450 IRVINE, CA 92606	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Trade Payable	<input type="checkbox"/>	UNDETERMINED
3.262 LEODA REEVES NOT AVAILABLE	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Trade Payable	<input type="checkbox"/>	UNDETERMINED
3.263 LEU & OKUDA - LESTER LEU LESTER LEU 222 MERCHANT STREET THE MERCHANT HOUSE, MAIN FLR. HONOLULU, HI 96813-2922	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Trade Payable	<input type="checkbox"/>	UNDETERMINED

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Schedule E/F: Creditors Who Have Unsecured Claims

Part 2: List All Creditors with NONPRIORITY Unsecured Claims

Creditor's Name, Mailing Address Including Zip Code	Date Claim Was Incurred And Account Number	C	U	D	Basis For Claim	Offset	Amount of Claim
Trade Payables							
3.264 LINDA J. RIGG PO BOX 5331 SUGARLOAF, CA 92386	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Trade Payable	<input type="checkbox"/>	UNDETERMINED
3.265 LINDA JOHNSON NOT AVAILABLE	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Trade Payable	<input type="checkbox"/>	UNDETERMINED
3.266 LINDA S SWISHER NOT AVAILABLE	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Trade Payable	<input type="checkbox"/>	UNDETERMINED
3.267 LINEAR SETTLEMENT SERVICES, LLC ATTN: GENERAL COUNSEL 127 JOHN CLARKE ROAD FIRST FLOOR MIDDLETOWN, RI 02842-7631	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Trade Payable	<input type="checkbox"/>	UNDETERMINED
3.268 LISA R LONG 301 NE 100TH ST SUITE 200 SEATTLE, WA 98125	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Trade Payable	<input type="checkbox"/>	UNDETERMINED
3.269 LOIS M MURPHY & HENRY ELBERT MURPHY NOT AVAILABLE	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Trade Payable	<input type="checkbox"/>	UNDETERMINED
3.270 LOUETTA L KING NOT AVAILABLE	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Trade Payable	<input type="checkbox"/>	UNDETERMINED
3.271 LRES CORPORATION ACCOUNTS RECEIVABLE 765 THE CITY DRIVE SOUTH, STE 300, ATTN: HOA ORANGE, CA 92868	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Trade Payable	<input type="checkbox"/>	UNDETERMINED
3.272 LTS ACQUISITION CO, LLC 400 FELLOWSHIP ROAD SUITE 250 MOUNT LAUREL, NJ 08054	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Trade Payable	<input type="checkbox"/>	UNDETERMINED
3.273 LUIS R GARCIA & AMELIA M GARCIA NOT AVAILABLE	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Trade Payable	<input type="checkbox"/>	UNDETERMINED

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Schedule E/F: Creditors Who Have Unsecured Claims**Part 2: List All Creditors with NONPRIORITY Unsecured Claims**

Creditor's Name, Mailing Address Including Zip Code	Date Claim Was Incurred And Account Number	C	U	D	Basis For Claim	Offset	Amount of Claim
Trade Payables							
3.274 LYNN JACKSON SHULTZ & LEBRUN PC 110 N MINNESOTA AVE STE 400 SIOUX FALLS, SD 57104	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Trade Payable	<input type="checkbox"/>	\$86
3.275 LYNNE ADAMS NOT AVAILABLE	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Trade Payable	<input type="checkbox"/>	UNDETERMINED
3.276 LYONS COMMERCIAL DATA 9711 WASHINGTONIAN BLVD STE 440 GAITHERSBURG, MD 20878	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Trade Payable	<input type="checkbox"/>	\$265
3.277 MACKIE WOLF ZIENTZ & MANN PC 14160 N DALLAS PKWY 900 DALLAS, TX 75254	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Trade Payable	<input type="checkbox"/>	UNDETERMINED
3.278 MADONNA M PORTICE NOT AVAILABLE	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Trade Payable	<input type="checkbox"/>	UNDETERMINED
3.279 MARGARET DIANNE HILL NOT AVAILABLE	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Trade Payable	<input type="checkbox"/>	UNDETERMINED
3.280 MARIAN ANDERSON NOT AVAILABLE	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Trade Payable	<input type="checkbox"/>	UNDETERMINED
3.281 MARIE MCCORMICK 19110 ROCK CLIFF DRIVE ROCKY RIVER, OH 44116	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Trade Payable	<input type="checkbox"/>	UNDETERMINED
3.282 MARIE V. BARON NOT AVAILABLE	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Trade Payable	<input type="checkbox"/>	UNDETERMINED
3.283 MARLENE A FANELLI NOT AVAILABLE	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Trade Payable	<input type="checkbox"/>	UNDETERMINED
3.284 MARLENE KATZ 729 SW FEDERAL HIGHWAY SUITE 100 STUART, FL 34994	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Trade Payable	<input type="checkbox"/>	UNDETERMINED

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Schedule E/F: Creditors Who Have Unsecured Claims**Part 2: List All Creditors with NONPRIORITY Unsecured Claims**

Creditor's Name, Mailing Address Including Zip Code	Date Claim Was Incurred And Account Number	C	U	D	Basis For Claim	Offset	Amount of Claim
Trade Payables							
3.285 MARTIN LEIGH PC 2405 GRAND BOULEVARD STE 410 KANSAS CITY, MO 64108	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Trade Payable	<input type="checkbox"/>	\$35
3.286 MARTINEZ AND TORRES LAW NOT AVAILABLE	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Trade Payable	<input type="checkbox"/>	UNDETERMINED
3.287 MARTY'S REAL ESTATE NOT AVAILABLE	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Trade Payable	<input type="checkbox"/>	UNDETERMINED
3.288 MARVO STRAKER NOT AVAILABLE	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Trade Payable	<input type="checkbox"/>	UNDETERMINED
3.289 MARY JO CRITES NOT AVAILABLE	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Trade Payable	<input type="checkbox"/>	UNDETERMINED
3.290 MARY KATHRYN FOX NOT AVAILABLE	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Trade Payable	<input type="checkbox"/>	UNDETERMINED
3.291 MARY MCELVEEN MYERS NOT AVAILABLE	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Trade Payable	<input type="checkbox"/>	UNDETERMINED
3.292 MARY O BEARDEN NOT AVAILABLE	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Trade Payable	<input type="checkbox"/>	UNDETERMINED
3.293 MARYLAND REO REALTY 13978 BALTIMORE AVE LAUREL, MD 20707	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Trade Payable	<input type="checkbox"/>	UNDETERMINED
3.294 MAURICE G. MURRAY NOT AVAILABLE	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Trade Payable	<input type="checkbox"/>	UNDETERMINED
3.295 MCCABE WEISBERG & CONWAY 123 S BROAD ST SUITE 1400 PHILADELPHIA, PA 19109	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Trade Payable	<input type="checkbox"/>	UNDETERMINED

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Creditor's Name, Mailing Address Including Zip Code	Date Claim Was Incurred And Account Number	C	U	D	Basis For Claim	Offset	Amount of Claim
Trade Payables							
3.296 MCCARTHY & HOLTHUS LLP 1770 4TH AVE SAN DIEGO, CA 92101	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Trade Payable	<input type="checkbox"/>	UNDETERMINED
3.297 MERSCORP HOLDINGS INC 13059 COLLECTIONS CENTER DRIVE CHICAGO, IL 60693	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Trade Payable	<input type="checkbox"/>	\$2,512
3.298 MIAMI DADE COUNTY FLORIDA BOARD OF COUNTY COMMISSIONERS NOT AVAILABLE	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Trade Payable	<input type="checkbox"/>	UNDETERMINED
3.299 MICHAEL B WALES 10572 SW FLEMING ROAD POWELL BUTTE, OR 97753	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Trade Payable	<input type="checkbox"/>	\$22,500
3.300 MICHAEL E. TRAVERS NOT AVAILABLE	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Trade Payable	<input type="checkbox"/>	UNDETERMINED
3.301 MICHAEL JAMES CUMMINGS ESTATE NOT AVAILABLE	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Trade Payable	<input type="checkbox"/>	UNDETERMINED
3.302 MICHAEL WILSON REALTY LLC NOT AVAILABLE	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Trade Payable	<input type="checkbox"/>	UNDETERMINED
3.303 MICHELINA JANICE BROCATO NOT AVAILABLE	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Trade Payable	<input type="checkbox"/>	UNDETERMINED
3.304 MICHELLE L. MARANSANI NOT AVAILABLE	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Trade Payable	<input type="checkbox"/>	UNDETERMINED
3.305 MIDDLESEX COUNTY CLERK NOT AVAILABLE	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Trade Payable	<input type="checkbox"/>	UNDETERMINED
3.306 MIDDLETOWN TOWNSHIP 1 KINGS HIGHWAY MIDDLETOWN, NJ 07748	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Trade Payable	<input type="checkbox"/>	UNDETERMINED

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Part 2: List All Creditors with NONPRIORITY Unsecured Claims

Creditor's Name, Mailing Address Including Zip Code	Date Claim Was Incurred And Account Number	C	U	D	Basis For Claim	Offset	Amount of Claim
Trade Payables							
3.307 MILLER WATSON & GEORGE PC NOT AVAILABLE	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Trade Payable	<input type="checkbox"/>	UNDETERMINED
3.308 MILLICENT M KRYSZEWSKI NOT AVAILABLE	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Trade Payable	<input type="checkbox"/>	UNDETERMINED
3.309 MINERVA PACHOT RIVERA NOT AVAILABLE	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Trade Payable	<input type="checkbox"/>	UNDETERMINED
3.310 MONROE MUA NOT AVAILABLE	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Trade Payable	<input type="checkbox"/>	UNDETERMINED
3.311 MORRIS LAND SURVEYING NOT AVAILABLE	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Trade Payable	<input type="checkbox"/>	UNDETERMINED
3.312 MRG LEGAL SERVICES P.S.C. PMB 293 405 ESMERALDA AVE, STE 2 GUAYNABO, PR 00969	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Trade Payable	<input type="checkbox"/>	UNDETERMINED
3.313 MULTNOMAH COUNTY RECORDER MULTNOMAH COUNTY TAX COL 501 SE HAWTHORNE BLVD 1 PORTLAND, OR 97214	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Trade Payable	<input type="checkbox"/>	UNDETERMINED
3.314 NATIONAL FIELD REPRESENTATIVES INC 136 MAPLE AVENUE CLAREMONT, NH 03743	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Trade Payable	<input type="checkbox"/>	UNDETERMINED
3.315 NATIONSTAR MORTGAGE HOLDINGS, INC. P O BOX 619098 DALLAS, TX 75261-9741	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Trade Payable	<input type="checkbox"/>	UNDETERMINED
3.316 NELSON RE VENTURES INC 41183 ROSEDALE STREET INDIO, CA 92203	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Trade Payable	<input type="checkbox"/>	UNDETERMINED
3.317 NEWMAN REALTY SERVICES, INC 1047 N CALIFORNIA AVENUE CHICAGO, IL 60622	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Trade Payable	<input type="checkbox"/>	UNDETERMINED

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Schedule E/F: Creditors Who Have Unsecured Claims**Part 2: List All Creditors with NONPRIORITY Unsecured Claims**

Creditor's Name, Mailing Address Including Zip Code	Date Claim Was Incurred And Account Number	C	U	D	Basis For Claim	Offset	Amount of Claim
Trade Payables							
3.318 NICOLAS J VELOSO NOT AVAILABLE	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Trade Payable	<input type="checkbox"/>	UNDETERMINED
3.319 NICOLE SOMMESE NOT AVAILABLE	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Trade Payable	<input type="checkbox"/>	UNDETERMINED
3.320 NILDA CRUZ ZAYAS NOT AVAILABLE	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Trade Payable	<input type="checkbox"/>	UNDETERMINED
3.321 NILSA PEREZ GUILFUCHI NOT AVAILABLE	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Trade Payable	<input type="checkbox"/>	UNDETERMINED
3.322 NORMA W STEMLER NOT AVAILABLE	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Trade Payable	<input type="checkbox"/>	UNDETERMINED
3.323 NOVITEX ENTERPRISE SOLUTIONS PO BOX 845801 DALLAS, TX 75284	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Trade Payable	<input type="checkbox"/>	\$26,591
3.324 OCBCC NOT AVAILABLE	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Trade Payable	<input type="checkbox"/>	UNDETERMINED
3.325 O'CONNOR REAL ESTATE NOT AVAILABLE	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Trade Payable	<input type="checkbox"/>	UNDETERMINED
3.326 O'DESS AND ASSOCIATES, S.C. NOT AVAILABLE	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Trade Payable	<input type="checkbox"/>	UNDETERMINED
3.327 OFFICE DEPOT PO BOX 633211 CINCINNATI, OH 45263	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Trade Payable	<input type="checkbox"/>	\$2,898
3.328 OSCAR RENE MAZARIEGOS 11014 WILLWOOD DRIVE HOUSTON, TX 77072	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Trade Payable	<input type="checkbox"/>	UNDETERMINED

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Creditor's Name, Mailing Address Including Zip Code	Date Claim Was Incurred And Account Number	C	U	D	Basis For Claim	Offset	Amount of Claim
Trade Payables							
3.329 OUIDARITA GUILLARD FAISON NOT AVAILABLE	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Trade Payable	<input type="checkbox"/>	UNDETERMINED
3.330 PARKER IBRAHIM & BERG 270 DAVIDSON AVE SOMERSET, NJ 08873	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Trade Payable	<input type="checkbox"/>	\$3,798
3.331 PARTNERS ELECTRICAL SERVICES 7303 WINDFERN RD STE 200 HOUSTON, TX 77040	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Trade Payable	<input type="checkbox"/>	\$861
3.332 PATRICIA A WILLIS NOT AVAILABLE	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Trade Payable	<input type="checkbox"/>	UNDETERMINED
3.333 PATRICIA C STICKEL NOT AVAILABLE	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Trade Payable	<input type="checkbox"/>	UNDETERMINED
3.334 PATRICIA D HECK NOT AVAILABLE	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Trade Payable	<input type="checkbox"/>	UNDETERMINED
3.335 PATRICIA MCKAY NOT AVAILABLE	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Trade Payable	<input type="checkbox"/>	UNDETERMINED
3.336 PATRICIA N BEECH NOT AVAILABLE	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Trade Payable	<input type="checkbox"/>	UNDETERMINED
3.337 PAUL MCCOMB REALTY ATTN: PAUL MCCOMB 7530 E. CAMINO AMISTOSO TUCSON, AZ 85750	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Trade Payable	<input type="checkbox"/>	UNDETERMINED
3.338 PAULA N ESPOSITO NOT AVAILABLE	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Trade Payable	<input type="checkbox"/>	UNDETERMINED
3.339 PENNSYLVANIA ELECTRIC COMPANY NOT AVAILABLE	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Trade Payable	<input type="checkbox"/>	UNDETERMINED

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Schedule E/F: Creditors Who Have Unsecured Claims

Part 2: List All Creditors with NONPRIORITY Unsecured Claims

Creditor's Name, Mailing Address Including Zip Code	Date Claim Was Incurred And Account Number	C	U	D	Basis For Claim	Offset	Amount of Claim
Trade Payables							
3.340 PLATINUM SERVICES LLC 168 W RIDGE PIKE 131 LIMERICK, PA 19468	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Trade Payable	<input type="checkbox"/>	UNDETERMINED
3.341 PRECEDENT MANAGEMENT, LLC 7875 NW 12TH ST SUITE 110 DORAL, FL 33126	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Trade Payable	<input type="checkbox"/>	UNDETERMINED
3.342 PRESTON E DYSON NOT AVAILABLE	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Trade Payable	<input type="checkbox"/>	UNDETERMINED
3.343 PRISCILLA JANE HARRY NOT AVAILABLE	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Trade Payable	<input type="checkbox"/>	UNDETERMINED
3.344 PROCHAMPS 2725 CENTER PLACE MELBOURNE, FL 32940	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Trade Payable	<input type="checkbox"/>	UNDETERMINED
3.345 PROTECH ELECTRIC LLC FAZARD MOHAMMED 17 OLD TIMBER ROAD MOUNT POCONO, PA 18344	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Trade Payable	<input type="checkbox"/>	UNDETERMINED
3.346 PURCHASE POWER PO BOX 371874 PITTSBURGH, PA 15250-7874	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Trade Payable	<input type="checkbox"/>	\$1,095
3.347 QUALITY RESEARCH SERVICES CORP 1999 N UNIVERSITY DR. STE 202 CORAL SPRINGS, FL 33071	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Trade Payable	<input type="checkbox"/>	UNDETERMINED
3.348 RAMON MARTINEZ NOT AVAILABLE	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Trade Payable	<input type="checkbox"/>	UNDETERMINED
3.349 RANDALL S. MILLER & ASSOC. PLLC 43252 WOODWARD SUITE 180 BLOOMFIELD HILLS, MI 48302	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Trade Payable	<input type="checkbox"/>	UNDETERMINED
3.350 RE/MAX PRIME REAL ESTATE 238 W BALTIMORE AVE CLIFTON HEIGHTS, PA 19018	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Trade Payable	<input type="checkbox"/>	UNDETERMINED

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Schedule E/F: Creditors Who Have Unsecured Claims**Part 2: List All Creditors with NONPRIORITY Unsecured Claims**

Creditor's Name, Mailing Address Including Zip Code	Date Claim Was Incurred And Account Number	C	U	D	Basis For Claim	Offset	Amount of Claim
Trade Payables							
3.351 REAL ESTATE PROFESSIONALS, INC. 518 EASTERN BOULEVARD BALTIMORE, MD 21221	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Trade Payable	<input type="checkbox"/>	UNDETERMINED
3.352 REALTY EXCHANGE 2203 S BIG BEND BLVD ST. LOUIS, MO 63117	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Trade Payable	<input type="checkbox"/>	UNDETERMINED
3.353 REALTY SERVICES OF ILLINOIS 792 E RAND ROAD ARLINGTON HEIGHTS, IL 60004	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Trade Payable	<input type="checkbox"/>	UNDETERMINED
3.354 REISENFELD & ASSOCIATES LPA LLC LLC 3962 RED BANK ROAD CINCINNATI, OH 45227	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Trade Payable	<input type="checkbox"/>	UNDETERMINED
3.355 RELIABLE TAX DATA CORP 7229 HELSEM BED DALLAS, TX 75230	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Trade Payable	<input type="checkbox"/>	\$647
3.356 REO INTEGRATION, INC. ATTN: KRIS RAMDAT 300 WHITE PLAINS RD FIRST FLOOR BRONX, NY 10473	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Trade Payable	<input type="checkbox"/>	UNDETERMINED
3.357 REO REAL ESTATE 10 PIDGEON HILL DRIVE SUITE 100 STERLING, VA 20165	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Trade Payable	<input type="checkbox"/>	UNDETERMINED
3.358 RICHARD PAUL BELL NOT AVAILABLE	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Trade Payable	<input type="checkbox"/>	UNDETERMINED
3.359 RICHARD THAYER & ARLENE THAYER NOT AVAILABLE	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Trade Payable	<input type="checkbox"/>	UNDETERMINED
3.360 RIVER REALTY SERVICES, INC 117 EXECUTIVE DRIVE SUITE 100 NEW WINDSOR, NY 12553	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Trade Payable	<input type="checkbox"/>	UNDETERMINED
3.361 ROBERT E HUBER NOT AVAILABLE	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Trade Payable	<input type="checkbox"/>	UNDETERMINED

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Schedule E/F: Creditors Who Have Unsecured Claims**Part 2: List All Creditors with NONPRIORITY Unsecured Claims**

Creditor's Name, Mailing Address Including Zip Code	Date Claim Was Incurred And Account Number	C	U	D	Basis For Claim	Offset	Amount of Claim
Trade Payables							
3.362 ROBERT ENGERT NOT AVAILABLE	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Trade Payable	<input type="checkbox"/>	UNDETERMINED
3.363 ROBERT L. BLEDSOE SR. & ELLA MAE BLEDSOE NOT AVAILABLE	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Trade Payable	<input type="checkbox"/>	UNDETERMINED
3.364 ROBERT S. WRIGHT NOT AVAILABLE	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Trade Payable	<input type="checkbox"/>	UNDETERMINED
3.365 ROBERTA JEAN ANN HUNT NOT AVAILABLE	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Trade Payable	<input type="checkbox"/>	UNDETERMINED
3.366 ROBERTSON ANSCHUTZ & SCHNEID PL 6409 CONGRESS AVE STE 100 BOCA RATON, FL 33487	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Trade Payable	<input type="checkbox"/>	\$875
3.367 ROBIN RONAY ATTN: ROBIN RONAY PO BOX 3747 EUREKA, CA 95502	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Trade Payable	<input type="checkbox"/>	UNDETERMINED
3.368 ROGERS TOWNSEND & THOMAS PC 100 EXECUTIVE CENTER DRIVE SUITE 210 COLUMBIA, SC 29210	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Trade Payable	<input type="checkbox"/>	UNDETERMINED
3.369 RONALD A BOWKER & MARY L BOWKER NOT AVAILABLE	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Trade Payable	<input type="checkbox"/>	UNDETERMINED
3.370 RONALD J DEEVER SR. NOT AVAILABLE	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Trade Payable	<input type="checkbox"/>	UNDETERMINED
3.371 ROXANNE L PAINE NOT AVAILABLE	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Trade Payable	<input type="checkbox"/>	UNDETERMINED
3.372 RUBIN LUBLIN LLC 3145 AVALON RIDGE PLACE STE 100 PEACHTREE CORNERS, GA 30071	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Trade Payable	<input type="checkbox"/>	\$43

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Creditor's Name, Mailing Address Including Zip Code	Date Claim Was Incurred And Account Number	C	U	D	Basis For Claim	Offset	Amount of Claim
Trade Payables							
3.373 RUBY R ROCHON NOT AVAILABLE	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Trade Payable	<input type="checkbox"/>	UNDETERMINED
3.374 RUTH H GOSS NOT AVAILABLE	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Trade Payable	<input type="checkbox"/>	UNDETERMINED
3.375 RUTH RUHL, P.C. 12700 PARK CENTRAL DRIVE, SUITE 850 DALLAS, TX 75251	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Trade Payable	<input type="checkbox"/>	UNDETERMINED
3.376 S&W GENERAL CONTRACTING, INC. NOT AVAILABLE	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Trade Payable	<input type="checkbox"/>	UNDETERMINED
3.377 SACRAMENTO SUBURBAN WATER DISTRICT 3701 MARCONI AVE STE 100 SACRAMENTO, CA 95821	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Trade Payable	<input type="checkbox"/>	UNDETERMINED
3.378 SALT LAKE COUNTY RECORDER NOT AVAILABLE	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Trade Payable	<input type="checkbox"/>	UNDETERMINED
3.379 SAMBOR INVESTMENTS, LLC PO BOX 15013 PIKESVILLE, MD 21282-5013	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Trade Payable	<input type="checkbox"/>	UNDETERMINED
3.380 SAMUEL TREJO NOT AVAILABLE	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Trade Payable	<input type="checkbox"/>	UNDETERMINED
3.381 SANDRA COOPER NOT AVAILABLE	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Trade Payable	<input type="checkbox"/>	UNDETERMINED
3.382 SANDRA J SAWYER NOT AVAILABLE	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Trade Payable	<input type="checkbox"/>	UNDETERMINED
3.383 SANTA CLARA COUNTY CLERK- RECORDER SCC DTAC 70 W HEDDING ST 6TH FL, SAN JOSE, CA 95110	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Trade Payable	<input type="checkbox"/>	UNDETERMINED

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Part 2: List All Creditors with NONPRIORITY Unsecured Claims

Creditor's Name, Mailing Address Including Zip Code	Date Claim Was Incurred And Account Number	C	U	D	Basis For Claim	Offset	Amount of Claim
Trade Payables							
3.384 SARPY COUNTY REGISTER OF DEEDS SARPY COUNTY - TREASURER 1210 GOLDEN GATE DR, 11 PAPILLION, NE 68046	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Trade Payable	<input type="checkbox"/>	UNDETERMINED
3.385 SAUNDRA SMITH NOT AVAILABLE	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Trade Payable	<input type="checkbox"/>	UNDETERMINED
3.386 SCHWABE WILLIAMSON & WYATT PC 1211 SW FIFTH AVE STE 500 PORTLAND, OR 97204-3795	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Trade Payable	<input type="checkbox"/>	\$17,313
3.387 SCOTT D. RAMIREZ NOT AVAILABLE	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Trade Payable	<input type="checkbox"/>	UNDETERMINED
3.388 SECRETARIO DE HACIENDA EDIFICIO INTENDENTE RAMIREZ 10 PASEO CONVADONGA SAN JUAN, PR 00901	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Trade Payable	<input type="checkbox"/>	UNDETERMINED
3.389 SELECT MANAGEMENT GROUP, LLC 8522 EAST 61ST ST TULSA, OK 74133	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Trade Payable	<input type="checkbox"/>	UNDETERMINED
3.390 SHAPIRO & ZIELKE LLP LOCKBOX STE775426 350E DEVON AVE ITASCA, IL 60143	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Trade Payable	<input type="checkbox"/>	UNDETERMINED
3.391 SHAPIRO SCHWARTZ LLP LOCKBOX 775426 350 E DEVON AVE ITASCA, IL 60143	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Trade Payable	<input type="checkbox"/>	UNDETERMINED
3.392 SHARON ALLMON GOLMON NOT AVAILABLE	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Trade Payable	<input type="checkbox"/>	UNDETERMINED
3.393 SHARON LARUE JOHNSON JAMES NOT AVAILABLE	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Trade Payable	<input type="checkbox"/>	UNDETERMINED

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Creditor's Name, Mailing Address Including Zip Code	Date Claim Was Incurred And Account Number	C	U	D	Basis For Claim	Offset	Amount of Claim
Trade Payables							
3.394 SHIRLEY A SHAW NOT AVAILABLE	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Trade Payable	<input type="checkbox"/>	UNDETERMINED
3.395 SHIRLEY J RAMSAY NOT AVAILABLE	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Trade Payable	<input type="checkbox"/>	UNDETERMINED
3.396 SHIRLEY J STARKWEATHER NOT AVAILABLE	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Trade Payable	<input type="checkbox"/>	UNDETERMINED
3.397 SINDEN HARUM 1503 WASHINGTON STREET WENATCHEE, WA 98801	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Trade Payable	<input type="checkbox"/>	UNDETERMINED
3.398 SINGLE SOURCE PROPERTY SOLUTIONS LLC ATTN: GENERAL COUNSEL 1000 NOBLE ENERGY DRIVE SUITE 300 CANONSBURG, PA 15317	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Trade Payable	<input type="checkbox"/>	UNDETERMINED
3.399 SIROTE & PERMUTT, P.C. STEVEN LEWIS 2311 HIGHLAND AVENUE SOUTH P.O. BOX 55509 BIRMINGHAM, AL 35255-5509	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Trade Payable	<input type="checkbox"/>	UNDETERMINED
3.400 SNELL & WILMER LLP 400 E VAN BUREN STE 1900 PHOENIX, AZ 85004-2202	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Trade Payable	<input type="checkbox"/>	\$12,104
3.401 SOLID NETWORKS LLC 13315 VETERANS MEMORIAL DR #408 HOUSTON, TX 77014	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Trade Payable	<input type="checkbox"/>	\$936
3.402 SOOS CREEK 14616 SE 192ND ST. RENTON, WA 98058	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Trade Payable	<input type="checkbox"/>	UNDETERMINED
3.403 SOUTH & ASSOCIATES P.C. ASHLEY DEEL P. O. BOX 800076 KANSAS CITY, MO 64180-0076	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Trade Payable	<input type="checkbox"/>	UNDETERMINED

Reverse Mortgage Solutions, Inc.

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Schedule E/F: Creditors Who Have Unsecured Claims

Part 2: List All Creditors with NONPRIORITY Unsecured Claims

Creditor's Name, Mailing Address Including Zip Code	Date Claim Was Incurred And Account Number	C	U	D	Basis For Claim	Offset	Amount of Claim
Trade Payables							
3.404 ST. CLAIR COUNTY JUDGE OF PROBATE NOT AVAILABLE	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Trade Payable	<input type="checkbox"/>	UNDETERMINED
3.405 STAFFORD TOWNSHIP STAFFORD TWP - COLLECTOR 260 EAST BAY AVENUE MANAHAWKIN, NJ 08050	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Trade Payable	<input type="checkbox"/>	UNDETERMINED
3.406 STAR REALTY INC 15 E CHURCHVILLE RD STE 108 BEL AIR, MD 21014	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Trade Payable	<input type="checkbox"/>	UNDETERMINED
3.407 STEPHEN J. & SHERYL L. PLATING NOT AVAILABLE	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Trade Payable	<input type="checkbox"/>	UNDETERMINED
3.408 STEVEN S. GOZINSKY, ESQ 746 MERRICK ROAD BALDWIN, NY 11510	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Trade Payable	<input type="checkbox"/>	UNDETERMINED
3.409 STEVENS & ASSOCIATES REALTORS 120 NILES-CORTLAND RD SE WARREN, OH 44484	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Trade Payable	<input type="checkbox"/>	UNDETERMINED
3.410 SUSAN DAVIDSON-DALBERG NOT AVAILABLE	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Trade Payable	<input type="checkbox"/>	UNDETERMINED
3.411 TERESA BENNETT 220 ELLSWORTH ST BRIDGEPORT, CT 06605	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Trade Payable	<input type="checkbox"/>	UNDETERMINED
3.412 THE ALBA LAW GROUP 11350 MCCORMICK ROAD EP III SUITE 200 HUNT VALLEY, MD 21031	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Trade Payable	<input type="checkbox"/>	UNDETERMINED
3.413 THE GEHEREN FIRM, P.C. BRITNI GEHEREN 4828 ASHFORD DUNWOODY ROAD, 2ND FLOOR ATLANTA, GA 30338	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Trade Payable	<input type="checkbox"/>	UNDETERMINED
3.414 THE ROSEMONT GROUP, LLC ATTN: TAMMY LOWNEY 635A E LOCUST ST MILWAUKEE, WI 53212	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Trade Payable	<input type="checkbox"/>	UNDETERMINED

Reverse Mortgage Solutions, Inc.

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Schedule E/F: Creditors Who Have Unsecured Claims

Part 2: List All Creditors with NONPRIORITY Unsecured Claims

Creditor's Name, Mailing Address Including Zip Code	Date Claim Was Incurred And Account Number	C	U	D	Basis For Claim	Offset	Amount of Claim
Trade Payables							
3.415 THE SOUTHEAST MORRIS COUNTY MUNICIPAL UTILITIES AUTHORITY P.O. BOX 16036 LEWISTON, ME 04243-9515	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Trade Payable	<input type="checkbox"/>	UNDETERMINED
3.416 THOMAS J. SANGER NOT AVAILABLE	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Trade Payable	<input type="checkbox"/>	UNDETERMINED
3.417 TOMAS LEBRON BAEZ & MINERVA CONCEPCION LOPEZ NOT AVAILABLE	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Trade Payable	<input type="checkbox"/>	UNDETERMINED
3.418 TOSHIBA FINANCIAL SERVICES PO BOX 51043 LOS ANGELES, CA 90051-5343	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Trade Payable	<input type="checkbox"/>	\$616
3.419 TOWN OF HEMPSTEAD 200 N. FRANKLIN STREET HEMPSTEAD, NY 11550	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Trade Payable	<input type="checkbox"/>	UNDETERMINED
3.420 TOWN OF NORTH PROVIDENCE 2000 SMITH ST. NORTH PROVIDENCE, RI 02911	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Trade Payable	<input type="checkbox"/>	UNDETERMINED
3.421 TOWNSHIP OF BURLINGTON 851 OLD YORK ROAD BURLINGTON, NJ 08016	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Trade Payable	<input type="checkbox"/>	UNDETERMINED
3.422 TOWNSHIP OF NORTH BRUNSWICK 710 HERMANN ROAD NORTH BRUNSWICK, NJ 08902	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Trade Payable	<input type="checkbox"/>	UNDETERMINED
3.423 TROUTMAN SANDERS LLP 600 PEACHTREE ST STE 5200 ATLANTA, GA 30308	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Trade Payable	<input type="checkbox"/>	\$9,530
3.424 TRUSTEE CORPS 17100 GILLETTE AVE IRVINE, CA 92614	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Trade Payable	<input type="checkbox"/>	UNDETERMINED
3.425 TWIN OAKS REALTY 3353 DOUGLAS DR CRYSTAL, MN 55422	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Trade Payable	<input type="checkbox"/>	UNDETERMINED

Reverse Mortgage Solutions, Inc.

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Schedule E/F: Creditors Who Have Unsecured Claims

Part 2: List All Creditors with NONPRIORITY Unsecured Claims

Creditor's Name, Mailing Address Including Zip Code	Date Claim Was Incurred And Account Number	C	U	D	Basis For Claim	Offset	Amount of Claim
Trade Payables							
3.426 U.S. LOAN SERVICING TRUST ACCOUNT 9670 W. TROPICANA STE.100 LAS VEGAS, NV 89147	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Trade Payable	<input type="checkbox"/>	UNDETERMINED
3.427 UNITED PARCEL SERVICE INC LOCKBOX 577 CAROL STREAM, IL 60132-0577	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Trade Payable	<input type="checkbox"/>	\$2,345
3.428 US BANK PO BOX 790428 ST. LOUIS, MO 63179-0428	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Trade Payable	<input type="checkbox"/>	\$266
3.429 US DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT NOT AVAILABLE	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Trade Payable	<input type="checkbox"/>	UNDETERMINED
3.430 UTILITIES INC. OF FLORIDA 2335 SANDERS ROAD NORTHBROOK, IL 60062	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Trade Payable	<input type="checkbox"/>	UNDETERMINED
3.431 VAN HORN REALTY, LLC ATTN: EDWARD VAN HORN 7434 S. US HIGHWAY 1 PORT ST LUCIE, FL 34952	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Trade Payable	<input type="checkbox"/>	UNDETERMINED
3.432 VELTRI & ASSOCIATES,REALTORS 2400 ROUTE 88 POINT PLEASANT, NJ 08742	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Trade Payable	<input type="checkbox"/>	UNDETERMINED
3.433 VENDOR CONNECT LLC 30 CORPORATE PARK SUITE 306 IRVINE, CA 92606	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Trade Payable	<input type="checkbox"/>	\$225
3.434 VICTORIANO VELEZ VALENTIN HC 02 BOX 8914 LAS MARIAS, PR 00670	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Trade Payable	<input type="checkbox"/>	UNDETERMINED
3.435 VILLAGE OF MOUNT PROSPECT 50 SOUTH EMERSON STREET MOUNT PROSPECT, IL 60056	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Trade Payable	<input type="checkbox"/>	UNDETERMINED
3.436 VILLAGE REO DIVISION VILLAGE REALTY LTD 309 N. HIGH STREET MT. ORAB, OH 45154	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Trade Payable	<input type="checkbox"/>	UNDETERMINED

Reverse Mortgage Solutions, Inc.

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Schedule E/F: Creditors Who Have Unsecured Claims**Part 2: List All Creditors with NONPRIORITY Unsecured Claims**

Creditor's Name, Mailing Address Including Zip Code	Date Claim Was Incurred And Account Number	C	U	D	Basis For Claim	Offset	Amount of Claim
Trade Payables							
3.437 VIRGIN VALLEY WATER DISTRICT 500 RIVERDALE ROAD MESQUITE, NV 89027	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Trade Payable	<input type="checkbox"/>	UNDETERMINED
3.438 VIRGINIA M. CERMELJ NOT AVAILABLE	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Trade Payable	<input type="checkbox"/>	UNDETERMINED
3.439 WARGO & FRENCH LLP 999 PEACHTREE ST NE 26TH FLOOR ATLANTA, GA 30309	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Trade Payable	<input type="checkbox"/>	\$2,783
3.440 WASHINGTON COUNTY RECORDER NOT AVAILABLE	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Trade Payable	<input type="checkbox"/>	UNDETERMINED
3.441 WASHINGTON COUNTY TREASURER 1 GOVERNMENT CENTER PLACE SUITE B ABINGDON, VA 24210-8484	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Trade Payable	<input type="checkbox"/>	UNDETERMINED
3.442 WASHINGTON REALTY GROUP ATTN: JIM CLIFFORD 913 KINCAID AVE SUMNER, WA 98390	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Trade Payable	<input type="checkbox"/>	UNDETERMINED
3.443 WASHINGTON SUBURBAN SANITARY COMMISSION 14501 SWEITZER LANE LAUREL, MD 20707-5902	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Trade Payable	<input type="checkbox"/>	UNDETERMINED
3.444 WASHINGTON TOWNSHIP MUNICIPAL UTILITIES AUTHORITY NOT AVAILABLE	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Trade Payable	<input type="checkbox"/>	UNDETERMINED
3.445 WAYNE L. WHARTON NOT AVAILABLE	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Trade Payable	<input type="checkbox"/>	UNDETERMINED
3.446 WEICHERT REALTORS FIRST CHOICE 4206 LINGLESTOWN ROAD HARRISBURG, PA 17112	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Trade Payable	<input type="checkbox"/>	UNDETERMINED

Reverse Mortgage Solutions, Inc.

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Schedule E/F: Creditors Who Have Unsecured Claims**Part 2: List All Creditors with NONPRIORITY Unsecured Claims**

Creditor's Name, Mailing Address Including Zip Code	Date Claim Was Incurred And Account Number	C	U	D	Basis For Claim	Offset	Amount of Claim
Trade Payables							
3.447 WELCOME HOME REALTY LISA S HARRELL 110 W WATER STREET EDENTON, NC 27932	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Trade Payable	<input type="checkbox"/>	UNDETERMINED
3.448 WELLS FARGO BANK N.A WF 8113 PO BOX 1450 MINNEAPOLIS, MN 55485-8113	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Trade Payable	<input type="checkbox"/>	\$2,482
3.449 WEST MANHEIM TOWNSHIP 2412 BALTIMORE PIKE HANOVER, PA 17331	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Trade Payable	<input type="checkbox"/>	UNDETERMINED
3.450 WHATCOM COUNTY AUDITOR WHATCOM COUNTY - TREASUR 311 GRAND AVE 104 BELLINGHAM, WA 98225	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Trade Payable	<input type="checkbox"/>	UNDETERMINED
3.451 WILLIAM BERRY NOT AVAILABLE	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Trade Payable	<input type="checkbox"/>	UNDETERMINED
3.452 WILLIAM E DANTONA JR NOT AVAILABLE	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Trade Payable	<input type="checkbox"/>	UNDETERMINED
3.453 WILLIAM E KELLUM JR. NOT AVAILABLE	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Trade Payable	<input type="checkbox"/>	UNDETERMINED
3.454 WILLIAM MCCOY JR NOT AVAILABLE	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Trade Payable	<input type="checkbox"/>	UNDETERMINED
3.455 WILLIAMS MULLEN CLARK & DOBBINS PC 200 SOUTH 10TH ST STE 1600 RICHMOND, VA 23219	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Trade Payable	<input type="checkbox"/>	\$3,235
3.456 WINSLOW TOWNSHIP 125 SOUTH ROUTE 73 BRADDOCK, NJ 08037	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Trade Payable	<input type="checkbox"/>	UNDETERMINED
3.457 WOODFORD R PEBBLES 29 ALLENS ALY RATON, NM 87740	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Trade Payable	<input type="checkbox"/>	UNDETERMINED

Reverse Mortgage Solutions, Inc.

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Schedule E/F: Creditors Who Have Unsecured Claims

Part 2: List All Creditors with NONPRIORITY Unsecured Claims

Creditor's Name, Mailing Address Including Zip Code	Date Claim Was Incurred And Account Number	C	U	D	Basis For Claim	Offset	Amount of Claim
Trade Payables							
3.458 WRIGHT FINLAY & ZAK 4665 MAC ARTHUR COURT SUITE 280 NEWPORT BEACH, CA 92660	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Trade Payable	<input type="checkbox"/>	UNDETERMINED
3.459 YAMHILL COUNTY CLERK YAMHILL COUNTY - TAX COL 535 NE 5TH ST, RM.42 MCMINNVILLE, OR 97128	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Trade Payable	<input type="checkbox"/>	UNDETERMINED
3.460 YOLANDA R BELTRAN NOT AVAILABLE	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Trade Payable	<input type="checkbox"/>	UNDETERMINED
3.461 ZIEVE BRODNAX & STEELE LLP 30 CORPORATE PARK STE 450 IRVINE, CA 92606	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Trade Payable	<input type="checkbox"/>	\$282
Trade Payables Total:							\$931,185

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Part 2: List All Creditors with NONPRIORITY Unsecured Claims

Creditor's Name, Mailing Address Including Zip Code	Date Claim Was Incurred And Account Number	C	U	D	Basis For Claim	Offset	Amount of Claim
Intercompany							
3.462 DITECH FINANCIAL LLC 3000 BAYPORT DRIVE SUITE 985 TAMPA, FL 33607	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Intercompany Payable	<input type="checkbox"/>	\$20,858,939
3.463 DITECH HOLDING CORPORATION 3000 BAYPORT DRIVE SUITE 985 TAMPA, FL 33607	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Intercompany Payable	<input type="checkbox"/>	\$59,952,806
3.464 REO MANAGEMENT SOLUTIONS, LLC 3000 BAYPORT DRIVE SUITE 985 TAMPA, FL 33607	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Intercompany Payable	<input type="checkbox"/>	\$7,668,402
3.465 RMS REO BRC II, LLC 3000 BAYPORT DRIVE SUITE 985 TAMPA, FL 33607	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Intercompany Payable	<input type="checkbox"/>	\$61,280
3.466 RMS REO BRC, LLC 3000 BAYPORT DRIVE SUITE 985 TAMPA, FL 33607	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Intercompany Payable	<input type="checkbox"/>	\$32,341
Intercompany Total:							\$88,573,768

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Creditor's Name, Mailing Address Including Zip Code	Date Claim Was Incurred And Account Number	C	U	D	Basis For Claim	Offset	Amount of Claim
Escheated Checks							
3.467 ALABAMA STATE TREASURER UNCLAIMED PROPERTY DIVISION ATTN: CHAD WRIGHT, UCP DIRECTOR 100 NORTH UNION STREET ; RSA UNION BUILDING - SUITE 636 MONTGOMERY, AL 36104	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Escheatment Funds	<input type="checkbox"/>	UNDETERMINED
3.468 ALASKA DEPT OF REVENUE UNCLAIMED PROPERTY PROGRAM ATTN: RACHEL LEWIS, UNCLAIMED PROPERTY MANAGER 333 WILLOUGHBY AVENUE; 11TH FLOOR JUNEAU, AK 99801	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Escheatment Funds	<input type="checkbox"/>	UNDETERMINED
3.469 ARIZONA DEPARTMENT OF REVENUE UNCLAIMED PROPERTY UNIT ATTN: JODIE FORD, REPORTING CONTACT 1600 WEST MONROE; DIVISION CODE 10 PHOENIX, AZ 85007	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Escheatment Funds	<input type="checkbox"/>	UNDETERMINED
3.470 ARKANSAS AUDITOR OF STATE UNCLAIMED PROPERTY DIVISION ATTN: ANDREA LEA, AUDITOR OF STATE 1401 WEST CAPITOL AVENUE; SUITE 325 LITTLE ROCK, AR 72201	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Escheatment Funds	<input type="checkbox"/>	UNDETERMINED
3.471 BUREAU OF UNCLAIMED PROPERTY ATTN: BARBARA BENKOVIC, ASST. DIVISION MGR. HOLDER COMPLIANCE 101 N INDEPENDENCE MALL EAST REMITTANCE CONTROL, 2ND FLOOR; REFERENCE: LOCKBOX #053473 PHILADELPHIA , PA 19106	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Escheatment Funds	<input type="checkbox"/>	UNDETERMINED
3.472 COLORADO DEPARTMENT OF TREASURY UNCLAIMED PROPERTY DIVISION ATTN: PATTY WHITE, DIRECTOR 1580 LOGAN STREET; SUITE 500 DENVER, CO 80203	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Escheatment Funds	<input type="checkbox"/>	UNDETERMINED

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Creditor's Name, Mailing Address Including Zip Code	Date Claim Was Incurred And Account Number	C	U	D	Basis For Claim	Offset	Amount of Claim
Escheated Checks							
3.473 COMPTROLLER OF MARYLAND UNCLAIMED PROPERTY UNIT ATTN: MARCIA BRANNOCK, HOLDER COMPLIANCE SUPERVISOR 301 WEST PRESTON STREET BALTIMORE, MD 21201	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Escheatment Funds	<input type="checkbox"/>	UNDETERMINED
3.474 DE OFFICE OF FINANCE AND TREASURY UNCLAIMED PROPERTY UNIT ATTN: GRACIE MUSER, MANAGER 1101 4TH STREET, SW; SUITE 800W WASHINGTON, DC 20024	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Escheatment Funds	<input type="checkbox"/>	UNDETERMINED
3.475 DEPARTMENT OF FINANCE OFFICE OF UNCLAIMED PROPERTY ATTN: DAVID GREGOR, STATE ESCHEATOR 820 NORTH FRENCH STREET; 8TH FLOOR WILMINGTON, DE 19801	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Escheatment Funds	<input type="checkbox"/>	UNDETERMINED
3.476 DEPARTMENT OF THE STATE TREASURER UNCLAIMED PROPERTY DIVISION ATTN: MARK WULLIAM BRACKEN, ASSISTANT TREASURER ONE ASHBURTON PLACE; 12TH FLOOR BOSTON, MA 02108-1608	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Escheatment Funds	<input type="checkbox"/>	UNDETERMINED
3.477 FLORIDA DEPARTMENT OF FINANCIAL SERVICES BUREAU OF UNCLAIMED PROPERTY ATTN: THOMAS EGLER, REPORTING SUPERVISOR LARSON BUILDING; 200 E GAINES STREET TALLAHASSEE, FL 32399-0358	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Escheatment Funds	<input type="checkbox"/>	UNDETERMINED

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Part 2: List All Creditors with NONPRIORITY Unsecured Claims

Creditor's Name, Mailing Address Including Zip Code	Date Claim Was Incurred And Account Number	C	U	D	Basis For Claim	Offset	Amount of Claim
Escheated Checks							
3.478 GEORGIA DEPARTMENT OF REVENUE UNCLAIMED PROPERTY PROGRAM ATTN: ANNA TOWNSEND, MANAGER 4125 WELCOME ALL ROAD; SUITE 701 ATLANTA, GA 30349	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Escheatment Funds	<input type="checkbox"/>	UNDETERMINED
3.479 ILLINOIS STATE TREASURER'S OFFICE UNCLAIMED PROPERTY DIVISION ATTN: ROXY HOLLENSTINE, DIRECTOR 1 WEST OLD STATE CAPITOL PLAZA; SUITE 400 SPRINGFIELD, IL 62701-1390	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Escheatment Funds	<input type="checkbox"/>	UNDETERMINED
3.480 INDIANA ATTONERY GENERAL'S OFFICE UNCLAIMED PROPERTY DIVISION ATTN: BECKY YUAN, DIRECTOR 35 SOUTH PARK BOULEVARD GREENWOOD , IN 46143	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Escheatment Funds	<input type="checkbox"/>	UNDETERMINED
3.481 KANSAS OFFICE OF THE STATE TREASURER UNCLAIMED PROPERTY DIVISION ATTN: RITA MOHR, DIRECTOR 900 SW JACKSON ST; SUITE 201 TOPEKA, KS 66612-1235	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Escheatment Funds	<input type="checkbox"/>	UNDETERMINED
3.482 KENTUCKY STATE TREASURER UNCLAIMED PROPERTY DIVISION ATTN: KATRINA STONER, MANAGER 1050 US HWY 127 S; SUITE 100 FRANKFORT, KY 40601	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Escheatment Funds	<input type="checkbox"/>	UNDETERMINED
3.483 LOUISIANA DEPARTMENT OF TREASURY UNCLAIMED PROPERTY DIVISION ATTN: KATHLEEN LOBELL, DIRECTOR OF UNCLAIMED PROPERTY 1051 N 3RD STREET; ROOM 150 BATON ROUGE, LA 70802	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Escheatment Funds	<input type="checkbox"/>	UNDETERMINED

Reverse Mortgage Solutions, Inc.

Case Number: 19-10422

Schedule E/F: Creditors Who Have Unsecured Claims

Part 2: List All Creditors with NONPRIORITY Unsecured Claims

Creditor's Name, Mailing Address Including Zip Code	Date Claim Was Incurred And Account Number	C	U	D	Basis For Claim	Offset	Amount of Claim
Escheated Checks							
3.484 MAINE STATE TREASURER'S OFFICE UNCLAIMED PROPERTY ATTN: KRISTI CARLOW, DIRECTOR 39 STATE HOUSE STATION AUGUSTA, ME 04333-0039	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Escheatment Funds	<input type="checkbox"/>	UNDETERMINED
3.485 MICHIGAN DEPARTMENT OF TREASURY UNCLAIMED PROPERTY DIVISION ATTN: GONZALO LLANO, ADMINISTRATOR PO BOX 30756 LANSING, MI 48909	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Escheatment Funds	<input type="checkbox"/>	UNDETERMINED
3.486 MINNESOTA DEPARTMENT OF COMMERCE UNCLAIMED PROPERTY PROGRAM ATTN: ROBERT COMMODORE, DIRECTOR 85 7TH PLACE EAST ; SUITE 280 ST PAUL, MN 55101-2198	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Escheatment Funds	<input type="checkbox"/>	UNDETERMINED
3.487 MONTANA DEPARTMENT OF REVENUE UNCLAIMED PROPERTY ATTN: TAMMY PIPPIN, HOLDER SPECIALIST 340 NORTH LAST CHANCE GULCH HELENA, MT 59601	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Escheatment Funds	<input type="checkbox"/>	UNDETERMINED
3.488 NEBRASKA STATE TREASURER UNCLAIMED PROPERTY DIVISION ATTN: MEAGHAN AGUIRRE, DIRECTOR 809 P STREET LINCOLN, NE 68508-1390	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Escheatment Funds	<input type="checkbox"/>	UNDETERMINED
3.489 NEVADA OFFICE OF THE STATE TREASURER UNCLAIMED PROPERTY DIVISION ATTN: KELLI MARTIN, DEPUTY STATE TREASURER 555 E WASHINGTON AVE; SUITE 4200 LAS VEGAS, NV 89101-1070	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Escheatment Funds	<input type="checkbox"/>	UNDETERMINED

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Escheated Checks							
3.490 NEW HAMPSHIRE TREASURY DEPARTMENT ABANDONED PROPERTY DIVISION ATTN: BRIAN REGAN, DIRECTOR 25 CAPITOL STREET; ROOM 205 CONCORD, NH 03301	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Escheatment Funds	<input type="checkbox"/>	UNDETERMINED
3.491 NEW JERSEY DEPARTMENT OF TREASURY UNCLAIMED PROPERTY DIVISION ATTN: STEVE HARRIS, ADMINISTRATOR REPORT SECTION; PO BOX 214 TRENTON, NJ 08625-0214	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Escheatment Funds	<input type="checkbox"/>	UNDETERMINED
3.492 NEW MEXICO TAXATION & REVENUE DEPT UNCLAIMED PROPERTY OFFICE ATTN: STEPHANIE DENNIS, UNCLAIMED PROPERTY SUPERVISOR MANUEL LUJAN BUILDING; 1200 SOUTH ST FRANCIS DRIVE SANTA FE, NM 87505	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Escheatment Funds	<input type="checkbox"/>	UNDETERMINED
3.493 NEW YORK STATE COMPTROLLER OFFICE OF UNCLAIMED FUNDS ATTN: JOHN HANSON, REPORTING SUPERVISOR 110 STATE STREET; REMITTANCE CONTROL, 2ND FLOOR ALBANY, NY 12236	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Escheatment Funds	<input type="checkbox"/>	UNDETERMINED
3.494 NORTH CAROLINA STATE TREASURER UNCLAIMED PROPERTY PROGRAM ATTN: BRENDA WILLIAMS, ADMINISTRATOR 3200 ATLANTIC AVENUE RALEIGH, NC 27604-1668	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Escheatment Funds	<input type="checkbox"/>	UNDETERMINED
3.495 NORTH DAKOTA DEPOART OF TRUST LANDS UNCLAIMED PROPERTY DIVISION ATTN: SUSAN DOLLINGER, ADMINISTATOR 1707 NORTH 9TH STREET BISMARCK, ND 58501	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Escheatment Funds	<input type="checkbox"/>	UNDETERMINED

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Schedule E/F: Creditors Who Have Unsecured Claims

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Escheated Checks							
3.496 OFFICE OF MISSOURI STATE TREASURER DIVISION OF UNCLAIMED PROPERTY ATTN: SCOTT HARPER, DIRECTOR - UNCLAIMED PROPERTY 301 WEST HIGH STREET; ROOM 157 JEFFERSON CITY, MO 65101	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Escheatment Funds	<input type="checkbox"/>	UNDETERMINED
3.497 OFFICE OF STATE TREASURER UNCLAIMED PROPERTY DIVISION ATTN: JOHN YOUNGER, DIRECTOR OF UNCLAIMED PROPERTY 501 NORTH WEST STREET; SUITE 1101A JACKSON, MS 39201	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Escheatment Funds	<input type="checkbox"/>	UNDETERMINED
3.498 OFFICE OF THE LIEUTENANT GOVERNOR DIVISION OF BANKING & INSURANCE ATTN: SIMON MOHAMMED, EXAMINER CHARLOTTE AMALIE; NO. 5049 KONGENS GADE ST THOMAS, VI 00802	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Escheatment Funds	<input type="checkbox"/>	UNDETERMINED
3.499 OHIO DEPARTMENT OF COMMERCE DIVISION OF UNCLAIMED PROPERTY ATTN: BECKY YORK, REPORTING SUPERVISOR 77 SOUTH HIGH STREET; 20TH FLOOR COLUMBUS, OH 43215-6108	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Escheatment Funds	<input type="checkbox"/>	UNDETERMINED
3.500 OKLAHOMA STATE TREASURER UNCLAIMED PROPERTY DIVISION ATTN: KATHY JANES, ADMINISTRATOR 2300 N LINCOLN BLVD; ROOM 217 OKLAHOMA CITY, OK 73105	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Escheatment Funds	<input type="checkbox"/>	UNDETERMINED

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Schedule E/F: Creditors Who Have Unsecured Claims

Part 2: List All Creditors with NONPRIORITY Unsecured Claims

Creditor's Name, Mailing Address Including Zip Code	Date Claim Was Incurred And Account Number	C	U	D	Basis For Claim	Offset	Amount of Claim
Escheated Checks							
3.501 OREGON DEPARTMENT OF STATE LANDS UNCLAIMED PROPERTY ATTN: CAROLYN HARRIS, REPORTS COODINATOR 775 SUMMER STREET NE; STE 100 SALEM, OR 97301	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Escheatment Funds	<input type="checkbox"/>	UNDETERMINED
3.502 PR COMMISSIONER OF FINANCIAL INST. UNCLAIMED PROPERTY DIVISION ATTN: SALVA DORIS VALENTIN, UNCLAIMED PROPERTY SUPERVISOR 1492 PONCE DE LEON AVE; CENTRO EUROPA BUILDING, SUITE 6 SAN JUAN, PR 00907	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Escheatment Funds	<input type="checkbox"/>	UNDETERMINED
3.503 RHODE ISLAND OFFICE OF GENERAL TREASURER UNCLAIMED PROPERTY DIVISION ATTN: DAVID SALVATORE, MANAGER 50 SERVICE AVENUE WARWICK, RI 02886	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Escheatment Funds	<input type="checkbox"/>	UNDETERMINED
3.504 SOUTH CAROLINA STATE TREASURER'S OFFICE UNCLAIMED PROPERTY PROGRAM ATTN: LINDA GAMBLE, ASSISTANT STATE TREASURER WADE HAMPTON BUILDING ; 1200 SENATE STREET, ROOM 224 COLUMBIA, SC 29201	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Escheatment Funds	<input type="checkbox"/>	UNDETERMINED
3.505 SOUTH DAKOTA STATE TREASURER'S OFFICE UNCLAIMED PROPERTY DIVISION ATTN: LEE DEJABET, ADMINISTRATOR 500 E CAPITOL AVE; SUITE 212 PIERRE, SD 57501	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Escheatment Funds	<input type="checkbox"/>	UNDETERMINED
3.506 STATE CONTROLLER'S OFFICE UNCLAIMED PROPERTY DIVISION ATTN: BETTY T YEE, CONTROLLER 10600 WHITE ROCK ROAD; SUITE 141 RANCHO CORDOVA, CA 95670	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Escheatment Funds	<input type="checkbox"/>	UNDETERMINED

Reverse Mortgage Solutions, Inc.

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Schedule E/F: Creditors Who Have Unsecured Claims

Part 2: List All Creditors with NONPRIORITY Unsecured Claims

Creditor's Name, Mailing Address Including Zip Code	Date Claim Was Incurred And Account Number	C	U	D	Basis For Claim	Offset	Amount of Claim
Escheated Checks							
3.507 STATE OF HAWAII UNCLAIMED PROPERTY PROGRAM ATTN: SANDRA KAM, SUPERVISOR NO. 1 CAPITOL DISTRICT BUILDING; 250 SOUTH HOTEL STREET - ROOM 304 HONOLULU, HI 96813	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Escheatment Funds	<input type="checkbox"/>	UNDETERMINED
3.508 STATE TREASURER'S OFFICE UNCLAIMED PROPERTY PROGRAM ATTN: COZETTE WALTERS, ADMINISTRATOR 304 N 8TH STREET; SUITE 208 BOISE, ID 83702-5834	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Escheatment Funds	<input type="checkbox"/>	UNDETERMINED
3.509 TENNESSEE TREASURY DEPARTMENT UNCLAIMED PROPERTY DIVISION ATTN: JOHN GABRIEL, DIRECTOR 502 DEADERICK STREET NASHVILLE, TN 37243-0203	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Escheatment Funds	<input type="checkbox"/>	UNDETERMINED
3.510 TEXAS COMPTROLLER OF PUBLIC ACCOUNTS UNCLAIMED PROPERTY DIVISION ATTN: LARRY SCHILHABEL, HOLDER REPORTING SUPERVISOR 111 EAST 17TH STREET AUSTIN, TX 78774	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Escheatment Funds	<input type="checkbox"/>	UNDETERMINED
3.511 TREASURER OF GUAM UNCLAIMED PROPERTY DEPARTMENT ATTN: ROSITA T FEJERAN, TREASURER 590 SOUTH MARINE CORP DRIVE; SUITE 224 (TOG) TAMUNING, GU 96913	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Escheatment Funds	<input type="checkbox"/>	UNDETERMINED
3.512 TREASURER OF STATE UNCLAIMED PROPERTY DIVISION ATTN: KATHRYN FEHRING, COMPLAINCE OFFICER 800 WALNUT STREET; MAC N8200-071 DES MOINES, IA 50309	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Escheatment Funds	<input type="checkbox"/>	UNDETERMINED

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Schedule E/F: Creditors Who Have Unsecured Claims

Part 2: List All Creditors with NONPRIORITY Unsecured Claims

Creditor's Name, Mailing Address Including Zip Code	Date Claim Was Incurred And Account Number	C	U	D	Basis For Claim	Offset	Amount of Claim
Escheated Checks							
3.513 TREASURER, STATE OF CONNECTICUT UNCLAIMED PROPERTY DIVISION ATTN: MARIA GREENSLADE, ASSISTANT DEPUTY TREASURER PO BOX 150435 HARTFORD, CT 06115-0435	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Escheatment Funds	<input type="checkbox"/>	UNDETERMINED
3.514 UTAH STATE TREASURER UNCLAIMED PROPERTY DIVISION ATTN: DENNIS JOHNSTON, ADMINISTRATOR 350 NORTH STATE STREET; SUITE 180 SALT LAKE CITY, UT 84114	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Escheatment Funds	<input type="checkbox"/>	UNDETERMINED
3.515 VERMONT STATE TREASURER UNCLAIMED PROPERTY DIVISION ATTN: ALBERT LAPERLE 109 STATE STREET; 4TH FLOOR MONTPELIER, VT 05609-6200	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Escheatment Funds	<input type="checkbox"/>	UNDETERMINED
3.516 VIRGINIA DEPARTMENT OF THE TREASURY DIVISION OF UNCLAIMED PROPERTY ATTN: VICKI BRIDGEMAN, DIRECTOR PO BOX 2478 RICHMOND, VA 23218-2478	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Escheatment Funds	<input type="checkbox"/>	UNDETERMINED
3.517 WASHINGTON DEPARTMENT OF REVENUE UNCLAIMED PROPERTY SECTION ATTN: ERIN LOPEZ, UP OPERATIONS MANAGER PO BOX 24053 SEATTLE, WA 98124-1053	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Escheatment Funds	<input type="checkbox"/>	UNDETERMINED
3.518 WEST VIRGINIA STATE TREASURER'S OFFICE UNCLAIMED PROPERTY DIVISION ATTN: CAROLYN ATKISON, DEPUTY TREASURER 322 70TH ST SE CHARLESTON, WV 25304	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Escheatment Funds	<input type="checkbox"/>	UNDETERMINED
3.519 WISCONSIN DEPT OF REVENUE UNCLAIMED PROPERTY UNIT ATTN: MARY CALENTANI, ADMINISTRATOR 2135 RIMROCK ROAD MADISON, WI 53708	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Escheatment Funds	<input type="checkbox"/>	UNDETERMINED

Reverse Mortgage Solutions, Inc.

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Schedule E/F: Creditors Who Have Unsecured Claims

Part 2: List All Creditors with NONPRIORITY Unsecured Claims

Creditor's Name, Mailing Address Including Zip Code	Date Claim Was Incurred And Account Number	C	U	D	Basis For Claim	Offset	Amount of Claim
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Escheated Checks

3.520	WYOMING STATE TREASURER UNCLAIMED PROPERTY DIVISION ATTN: LACHELLE BRANT, DIRECTOR 2020 CAREY AVENUE; 3RD FLOOR CHEYENNE, WY 82002	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Escheatment Funds	<input type="checkbox"/>	UNDETERMINED
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Escheated Checks Total: 0

Reverse Mortgage Solutions, Inc.

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Schedule E/F: Creditors Who Have Unsecured Claims

Part 2: List All Creditors with NONPRIORITY Unsecured Claims

Creditor's Name, Mailing Address Including Zip Code	Date Claim Was Incurred And Account Number	C	U	D	Basis For Claim	Offset	Amount of Claim
Litigation							
3.521 13220 CLR, LLC ATTN: Y TIMOTHY CHAI 1375 EAST 9TH STREET, SUITE 2250 CLEVELAND, OH 44114	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Litigation	<input type="checkbox"/>	UNDETERMINED
3.522 A.E. BROWN PROPERTY MAINTENANCE, LLC SABIN R. MAXWELL BOUCHARD, KLEINMAN & WRIGHT, P.A., 799 MAMMOTH ROAD MANCHESTER, NH 03104	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Litigation	<input type="checkbox"/>	UNDETERMINED
3.523 AARON NULPH/DOVER GLEN DEVELOPMENT 34 1ST ST ELLWOOD CITY, PA 16117	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Complaint	<input type="checkbox"/>	UNDETERMINED
3.524 ADAM PANKEN 21 LAUREL STREET SOMERVILLE, MA 02143	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Complaint	<input type="checkbox"/>	UNDETERMINED
3.525 AINE KIRCHNER 2629 NEWMAN STREET HOUSTON, TX 77098	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Complaint	<input type="checkbox"/>	UNDETERMINED
3.526 ALAN RANDS 1749 EAST 330TH SOUTH ST. GEORGE, UT 84790	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Complaint	<input type="checkbox"/>	UNDETERMINED
3.527 ALEJANDRO CASTILLO 333 SW 184TH WAY PEMBROKE PINES, FL 33029	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Complaint	<input type="checkbox"/>	UNDETERMINED
3.528 ALEJANDRO VENGARA (VERGARA) 33819 FALCON SPRING ST HOCKLEY, TX 77447	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Complaint	<input type="checkbox"/>	UNDETERMINED
3.529 ALEXANDER MAESTRE 94 MULBERRY LANE MILTON, NY 12547	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Complaint	<input type="checkbox"/>	UNDETERMINED
3.530 ALEXANDRE TCHOGORIAN 3819 NE 170 ST UNIT B-1 NORTH MIAMI BEACH, FL 33160	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Complaint	<input type="checkbox"/>	UNDETERMINED

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Litigation							
3.531 ALFREDO GONZALES 18439 RANCHERO RD HESPERIA, CA 92345	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Complaint	<input type="checkbox"/>	UNDETERMINED
3.532 ALMIRA BIGGS 3501 ACAPULCO DR MIRAMAR, FL 33023	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Complaint	<input type="checkbox"/>	UNDETERMINED
3.533 ALPHONSA LIVINGSTON 4030 ORCHARD HILL TER STONE MOUNTAIN, GA 30083	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Complaint	<input type="checkbox"/>	UNDETERMINED
3.534 ALTON TRAWICK PO BOX 7172 PMB 297 STATELINE, NV 89449	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Complaint	<input type="checkbox"/>	UNDETERMINED
3.535 ALVIN BUSH DAVID H. ABRAMS, ESQ. ATTORNEY FOR THE PLAINTIFF FLA. BAR NO.: 0692484 P.O. BOX 3298 TALLAHASSEE, FL 32315	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Litigation	<input type="checkbox"/>	UNDETERMINED
3.536 ALVIN JENKINS 815 E 118TH TER KANSAS CITY, MO 64131	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Complaint	<input type="checkbox"/>	UNDETERMINED
3.537 AMALIA COSTA, ET AL. MILDRED J. MICHALCZYK, ESQ. 16 WALNUT AVENUE EAST E. FARMINGDALE, NY 11735-3840	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Litigation	<input type="checkbox"/>	UNDETERMINED
3.538 AMANDA WERNER 3 LOGWOOD ST SOUTH BURLINGTON, VT 05403	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Complaint	<input type="checkbox"/>	UNDETERMINED
3.539 AMERICAN ADVISORS GROUP STEWART A SCHNEIDER HEIN SCHNEIDER & BOND, P.C. 147 N MERAMEC AVENUE ST LOUIS, MO 63105	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Litigation	<input type="checkbox"/>	UNDETERMINED
3.540 AMERICAN PORTFOLIO MORTGAGE COMPANY; CHICAGO TITLE INSURANCE COMPANY NOT AVAILABLE	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Litigation	<input type="checkbox"/>	UNDETERMINED

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Litigation							
3.541 AMY MADERE 1699 SW NISKEY COVE RD ATLANTA, GA 30331	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Complaint	<input type="checkbox"/>	UNDETERMINED
3.542 AMY TUSSING 2566 W BECKER RD GOWANDA, NY 14070	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Complaint	<input type="checkbox"/>	UNDETERMINED
3.543 ANA RUBIM (DOSSANTOS) 1435 PARKWOOD ST CLEARWATER, FL 33755	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Complaint	<input type="checkbox"/>	UNDETERMINED
3.544 ANDREA TOMMASINI 11799 HARBOUR LIGHT DR NORTH ROYALTON, OH 44133	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Complaint	<input type="checkbox"/>	UNDETERMINED
3.545 ANDREW KASSMAN 6501 NORTH PLACITA ALTA REPOSA TUCSON, AZ 85750	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Complaint	<input type="checkbox"/>	UNDETERMINED
3.546 ANDREW SICONOLFI 43 BURGHER AVENUE STATEN ISLAND, NY 10304	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Complaint	<input type="checkbox"/>	UNDETERMINED
3.547 ANDREW SICONOLFI 43 BURGHER AVENUE STATEN ISLAND, NY 10304	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Complaint	<input type="checkbox"/>	UNDETERMINED
3.548 ANDRZEJ HASIEC 54527 HIBISCUS DR MACOMB, MI 48042	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Complaint	<input type="checkbox"/>	UNDETERMINED
3.549 ANESE MCKNIGHT, ET AL. CARY R. ROSENTHAL, 14297 ROSENTHAL & ASSOCIATES P.C. SPEC. REP. 55 W. WACKER, STE 900 CHICAGO, IL 60601	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Litigation	<input type="checkbox"/>	UNDETERMINED
3.550 ANGELA SNELLING 200 GRANDVIEW DR LOUISBURG, NC 27549	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Complaint	<input type="checkbox"/>	UNDETERMINED
3.551 ANGELINA RAE, ET AL. PATRICK R. BRITO, ESQ. 1850 OLD PECOS TRAIL, SUITE G SANTA FE, NM 87505	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Litigation	<input type="checkbox"/>	UNDETERMINED

Reverse Mortgage Solutions, Inc.

Case Number: 19-10422

Schedule E/F: Creditors Who Have Unsecured Claims

Part 2: List All Creditors with NONPRIORITY Unsecured Claims

Creditor's Name, Mailing Address Including Zip Code	Date Claim Was Incurred And Account Number	C	U	D	Basis For Claim	Offset	Amount of Claim
Litigation							
3.552 ANN MARIE WALKER PO BOX 6031040 DANN LAW FIRM CO CLEVELAND, OH 44103	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Complaint	<input type="checkbox"/>	UNDETERMINED
3.553 ANNETHA L. YOUNG ATTN: JOHN G. HELSTOWSKI J. GANNON HELSTOWSKI LAW FIRM 13601 PRESTON ROAD, SUITE E920 DALLAS, TX 75240	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Litigation	<input type="checkbox"/>	UNDETERMINED
3.554 ANNIE REED 22 ALMA ROAD JASPER, AL 35501	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Complaint	<input type="checkbox"/>	UNDETERMINED
3.555 ANTHONY TURNER 2715 N BEACON HILL CT WICHITA, KS 67220	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Complaint	<input type="checkbox"/>	UNDETERMINED
3.556 ANTOLIN BUSTILLOS 7126 WOODFERN DR HOUSTON, TX 77040	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Complaint	<input type="checkbox"/>	UNDETERMINED
3.557 ASHLEY EUBANKS 54 BACKSTROM ROAD RICHTON, MS 39476	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Complaint	<input type="checkbox"/>	UNDETERMINED
3.558 AUDREY STYLES 145 LITTLE ACRES MARION, NC 28752	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Complaint	<input type="checkbox"/>	UNDETERMINED
3.559 AUNDREA HATHAWAY 240 ALAN CIR SALISBURY, NC 28147	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Complaint	<input type="checkbox"/>	UNDETERMINED
3.560 BADARA NDIAYE 6310 S ROSEBURY AVE #1 ST LOUIS, MO 63105	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Complaint	<input type="checkbox"/>	UNDETERMINED
3.561 BALINDA JACOBS 1521 MANDEVILLE STREET CHARLENE PATTERSON NEW ORLEANS, LA 70117	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Complaint	<input type="checkbox"/>	UNDETERMINED
3.562 BALLESTEROS, MARIA NOT AVAILABLE	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Litigation	<input type="checkbox"/>	UNDETERMINED

Reverse Mortgage Solutions, Inc.

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Schedule E/F: Creditors Who Have Unsecured Claims

Part 2: List All Creditors with NONPRIORITY Unsecured Claims

Creditor's Name, Mailing Address Including Zip Code	Date Claim Was Incurred And Account Number	C	U	D	Basis For Claim	Offset	Amount of Claim
Litigation							
3.563 BANK OF AMERICA, N.A. JEFFREY M LIGGIO LIGGIO BENRUBI, P.A. THE BARRISTERS BLDG STE 3B 1615 FORUM PL WEST PALM BEACH, FL 33401	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Litigation	<input type="checkbox"/>	UNDETERMINED
3.564 BELINDA FIELDS 4307 DARIO ROAD UPPER MARLBORO, MD 20772	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Complaint	<input type="checkbox"/>	UNDETERMINED
3.565 BENNIE L MERSIER, ET AL. BRUCE H LEVITT LEVITT & SLAFKES, P.C. 515 VALLEY STREET, SUITE 140 MAPLEWOOD, NJ 7040	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Litigation	<input type="checkbox"/>	UNDETERMINED
3.566 BESSIE FOWLER/ METROPOLITAN DEVELOPERS 67 S MEADOWCLIFF DR LITTLE ROCK, AR 72209	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Complaint	<input type="checkbox"/>	UNDETERMINED
3.567 BETH WILLIAMS 30628 DETROIT RD 231 HERMAN LAW WESTLAKE, OH 44145	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Complaint	<input type="checkbox"/>	UNDETERMINED
3.568 BETRICIA YARBOI 9 VAUGHN WAY BURLINGTON, NJ 08016	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Complaint	<input type="checkbox"/>	UNDETERMINED
3.569 BETTIE FORDHAM-WILLIAMS 705 PARROTT AVENUE KINSTON, NC 28501	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Complaint	<input type="checkbox"/>	UNDETERMINED
3.570 BETTY ATWOOD ZACHARY T. BARRON PO BOX 369 CLAREMORE, OK 74018	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Litigation	<input type="checkbox"/>	UNDETERMINED
3.571 BILLY MANN 3295 DEVILLA TRACE ATLANTA, GA 30349-4058	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Complaint	<input type="checkbox"/>	UNDETERMINED
3.572 BOBBY BELL 1236 HWY 15 N LONOKE, AR 72086	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Complaint	<input type="checkbox"/>	UNDETERMINED

Reverse Mortgage Solutions, Inc.

Case Number: 19-10422

Schedule E/F: Creditors Who Have Unsecured Claims**Part 2: List All Creditors with NONPRIORITY Unsecured Claims**

Creditor's Name, Mailing Address Including Zip Code	Date Claim Was Incurred And Account Number	C	U	D	Basis For Claim	Offset	Amount of Claim
Litigation							
3.573 BOBBY HARRIS 4440 GREENMOUNT BOND RD LONDON, KY 40741	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Complaint	<input type="checkbox"/>	UNDETERMINED
3.574 BONITA STREETER 28838 HWY 17 N LEXINGTON, MS 39095	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Complaint	<input type="checkbox"/>	UNDETERMINED
3.575 BONNIE HAWTHORNE THOMPSON 350 EAGLE RIDGE ROAD MACON, GA 31216	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Complaint	<input type="checkbox"/>	UNDETERMINED
3.576 BONNIE J. TILLMAN, AN INDIVIDUAL, DARLA J. TILLMAN- SAMUELSON ATTN: BRITTA E. WARREN BLACK HELTERLINE LLP 806 SW BROADWAY; STE. 1900 PORTLAND, OR 97205	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Litigation	<input type="checkbox"/>	UNDETERMINED
3.577 BONNIE J. TILLMAN, ET AL. BRITTA E. WARREN BLACK HELTERLINE LLP 806 SW BROADWAY STE. 1900 PORTLAND, OR 97205	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Litigation	<input type="checkbox"/>	UNDETERMINED
3.578 BONNIE SMITH/RHONDA WHITE 132 OXBOW WAY DALTON, GA 30721	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Complaint	<input type="checkbox"/>	UNDETERMINED
3.579 BRADLEY ERROL 183 REYNOIR ST BILOXI, MS 39530	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Complaint	<input type="checkbox"/>	UNDETERMINED
3.580 BRANDON OESTERN 2290 HILLVIEW DR MARION, IA 52302	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Complaint	<input type="checkbox"/>	UNDETERMINED
3.581 BRIAN GIBBONS 917 MAIN STREET DALTON, MA 01226	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Complaint	<input type="checkbox"/>	UNDETERMINED
3.582 BRIAN JONES 5 SPEARHEAD TRL SHAMONG, NJ 08088	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Complaint	<input type="checkbox"/>	UNDETERMINED

Reverse Mortgage Solutions, Inc.

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Schedule E/F: Creditors Who Have Unsecured Claims**Part 2: List All Creditors with NONPRIORITY Unsecured Claims**

Creditor's Name, Mailing Address Including Zip Code	Date Claim Was Incurred And Account Number	C	U	D	Basis For Claim	Offset	Amount of Claim
Litigation							
3.583 BRIAN MILLER/ANNA MILLER 90 IRONWORKS HILL RD BROOKFIELD, CT 06804	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Complaint	<input type="checkbox"/>	UNDETERMINED
3.584 BRUCE ADAMS 1140 SINGINGWOOD CT APT 1 WALNUT CREEK, CA 94595	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Complaint	<input type="checkbox"/>	UNDETERMINED
3.585 CARL BARATTA P.O. BOX 123 MANASQUAN, NJ 08736	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Complaint	<input type="checkbox"/>	UNDETERMINED
3.586 CARLA LAZELLE 236 EAST KENTUCKY STREET FAIRFIELD, CA 94533	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Complaint	<input type="checkbox"/>	UNDETERMINED
3.587 CARLA LAZELLE 236 EAST KENTUCKY STREET FAIRFIELD, CA 94533	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Complaint	<input type="checkbox"/>	UNDETERMINED
3.588 CARLA YVETTE BROWN, ET AL. ROBERT E. RAY REHMAN A. BHALESHA 1177 WEST LOOP SOUTH, STE 1180 HOUSTON, TX 77027	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Litigation	<input type="checkbox"/>	UNDETERMINED
3.589 CARLOS JUAREZ 4718 WEST BELLE PLAINE AVENUE CHICAGO, IL 60641	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Complaint	<input type="checkbox"/>	UNDETERMINED
3.590 CARLOS SALGUERO 4750 W 105TH DR WESTMINSTER, CO 80031	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Complaint	<input type="checkbox"/>	UNDETERMINED
3.591 CARLTON KELLEY 1847 PETITE LANE LITHONIA, GA 30058	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Complaint	<input type="checkbox"/>	UNDETERMINED
3.592 CAROL CROCKER 305 NE 59TH ST OAK ISLAND, NC 28465	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Complaint	<input type="checkbox"/>	UNDETERMINED
3.593 CAROL DELONEY 1049 86TH AVE W DULUTH, MN 55808	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Complaint	<input type="checkbox"/>	UNDETERMINED

Reverse Mortgage Solutions, Inc.

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Schedule E/F: Creditors Who Have Unsecured Claims

Part 2: List All Creditors with NONPRIORITY Unsecured Claims

Creditor's Name, Mailing Address Including Zip Code	Date Claim Was Incurred And Account Number	C	U	D	Basis For Claim	Offset	Amount of Claim
Litigation							
3.594 CAROL M WARNER NOT AVAILABLE	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Litigation	<input type="checkbox"/>	UNDETERMINED
3.595 CAROLYN GREENSTEIN, ET AL. ELIYAHU KAPLOUN, ESQ. KAPLOUN LAW, P.C. 445 E. 80TH ST., SUITE 12D NEW YORK, NY 10075	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Litigation	<input type="checkbox"/>	UNDETERMINED
3.596 CAROLYN HUNTER MOUNTAIN STATE JUSTICE 325 WILLEY ST MORGANTOWN, WV 26505	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Complaint	<input type="checkbox"/>	UNDETERMINED
3.597 CAROLYN MASON NOT AVAILABLE	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Complaint	<input type="checkbox"/>	UNDETERMINED
3.598 CARRIE FELLOWS 182 BALD HILL RD A-5 NEW GLOUCESTER, ME 04260	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Complaint	<input type="checkbox"/>	UNDETERMINED
3.599 CATHERINE CARNLEY 557 BROWN RD MC DAVID, FL 32568	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Complaint	<input type="checkbox"/>	UNDETERMINED
3.600 CECIL NYEIN 22924 HARTLAND ST WEST HILLS, CA 91307	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Complaint	<input type="checkbox"/>	UNDETERMINED
3.601 CELIA A HOPKEN ATTN: THE PETTIT LAW FIRM JULIE PETTIT; JANE CHERRY; DAVID B. URTEAGA 3710 RAWLINS, SUITE 1050 DALLAS, TX 75219	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Litigation	<input type="checkbox"/>	UNDETERMINED
3.602 CHAD TRIMMER 207 EAST UNION SREET WHITEHALL, PA 18052	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Complaint	<input type="checkbox"/>	UNDETERMINED
3.603 CHARLENE CRAIG PO BOX 505 CHAPTICO, MD 20621	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Complaint	<input type="checkbox"/>	UNDETERMINED

Reverse Mortgage Solutions, Inc.

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Schedule E/F: Creditors Who Have Unsecured Claims

Part 2: List All Creditors with NONPRIORITY Unsecured Claims

Creditor's Name, Mailing Address Including Zip Code	Date Claim Was Incurred And Account Number	C	U	D	Basis For Claim	Offset	Amount of Claim
Litigation							
3.604 CHARLES J. PATERNOSTRO CHARLES J. PATERNOSTRO, ATTORNEY AT LAW STATE BAR #15569000, 1485 ELM RIDGE RD. ATTORNEY PRO-SE DENISON, TX 75020	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Litigation	<input type="checkbox"/>	UNDETERMINED
3.605 CHARLES JASMER 30601 PINE ST LEBANON, OR 97355	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Complaint	<input type="checkbox"/>	UNDETERMINED
3.606 CHARLES TAYLOR 21 SUNRISE AVENUE LEXINGTON, NC 27292	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Complaint	<input type="checkbox"/>	UNDETERMINED
3.607 CHARLES WEATHERS, ET AL. GABRIEL BORGES CHICAGO VOLUNTEER LEGAL SERVICES 33 N. DEARBORN ST., SUITE 400 CHICAGO, IL 60602	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Litigation	<input type="checkbox"/>	UNDETERMINED
3.608 CHERYL STOUT 165 MONTANA DR ST CHARLES, MO 63304	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Complaint	<input type="checkbox"/>	UNDETERMINED
3.609 CHICAGO TITLE COMPANY LLC 10 S LASALLE STREET SUITE 3100 CHICAGO, IL 60603	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Litigation	<input type="checkbox"/>	UNDETERMINED
3.610 CRISSY SNOW 400 CAMBRIAN RIDGE TRAIL PELHAM, AL 35124	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Complaint	<input type="checkbox"/>	UNDETERMINED
3.611 CHRISTINA VANCE 500 E LEXINGTON ST MARYLAND LEGAL AID BALTIMORE, MD 21202	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Complaint	<input type="checkbox"/>	UNDETERMINED
3.612 CHRISTINA VANCE (SEIBERT)/WILLIAM STEINWEDEL 500 E LEXINGTON ST MARYLAND LEGAL AID BALTIMORE, MD 21202	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Complaint	<input type="checkbox"/>	UNDETERMINED
3.613 CHRISTINE BRIGGS 129 E FORTUNA AVE ATWATER, CA 95301	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Complaint	<input type="checkbox"/>	UNDETERMINED

Reverse Mortgage Solutions, Inc.

Case Number: 19-10422

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Part 2: List All Creditors with NONPRIORITY Unsecured Claims

Creditor's Name, Mailing Address Including Zip Code	Date Claim Was Incurred And Account Number	C	U	D	Basis For Claim	Offset	Amount of Claim
Litigation							
3.614 CHRISTOPHER BOSCO 15 LEROY STREET PLEASANTVILLE, NY 10570	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Complaint	<input type="checkbox"/>	UNDETERMINED
3.615 CHRISTOPHER GINDORFF 8753 DEER PATH EDEN PRAIRIE, MN 55344	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Complaint	<input type="checkbox"/>	UNDETERMINED
3.616 CINDY DAVIS 8218 GOODMAN STREE OVERLAND PARK, KS 66204	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Complaint	<input type="checkbox"/>	UNDETERMINED
3.617 CLAUDIA BROWN 23 9TH AVENUE HUNTINGTON STATION, NY 11746	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Complaint	<input type="checkbox"/>	UNDETERMINED
3.618 COLIN BLEASDELL, ET AL. WILLIAM J. RUSSO, WJ RUSSO & ASSOC., PC ATTYS FOR DEF. KAREN BLEASDELL ET AL. 600 THIRD AVENUE, 15TH FLOOR NEW YORK, NY 10016	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Litigation	<input type="checkbox"/>	UNDETERMINED
3.619 COLIN JOHNSTON 200 EMERSON ST HOUSTON, TX 77006	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Complaint	<input type="checkbox"/>	UNDETERMINED
3.620 COLORADO INVESTMENT TRUST LLC MICHAEL E. LINDSAY SNELL & WILMER LLP 1200 17TH STREET, SUITE 1900 DENVER, CO 80202	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Litigation	<input type="checkbox"/>	UNDETERMINED
3.621 COLORADO INVESTMENT TRUST LLC ATTN: MICHAEL E. LINDSAY SNELL & WILMER LLP 1200 17TH STREET, SUITE 1900 DENVER, CO	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Litigation	<input type="checkbox"/>	UNDETERMINED
3.622 COMPLETE PROP RSTRTN AND WINTERIZING LLC DAVID G. OMER FELTON BANKS, PLLC 7406 CHAPEL HILL ROAD, SUITE H RALEIGH, NC 27607	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Litigation	<input type="checkbox"/>	UNDETERMINED

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Creditor's Name, Mailing Address Including Zip Code	Date Claim Was Incurred And Account Number	C	U	D	Basis For Claim	Offset	Amount of Claim
Litigation							
3.623 CONSTANCE M. POWER;, ET AL. SHANNON C. MCKINLEY, ESQ. CHRISTOPHER THOMPSON, ESQ. 33 DAVISON LANE EAST WEST ISLIP, NY 11795	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Litigation	<input type="checkbox"/>	UNDETERMINED
3.624 CORA JACKSON 5005 GEORGI LN 183 HOUSTON, TX 77092	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Complaint	<input type="checkbox"/>	UNDETERMINED
3.625 COREY MCCORMICK 2500 LODGE POLE SHOW LOW, AZ 85901	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Complaint	<input type="checkbox"/>	UNDETERMINED
3.626 CORITZA ORTEZ 180 MASTIC BOULEVARD MASTIC, NY 11950	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Complaint	<input type="checkbox"/>	UNDETERMINED
3.627 CRYSTAL ROBERTS 4839 E CORONADO RD PHOENIX, AZ 85008	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Complaint	<input type="checkbox"/>	UNDETERMINED
3.628 CYNTHIA ERICKSON NOT AVAILABLE	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Complaint	<input type="checkbox"/>	UNDETERMINED
3.629 CYNTHIA THOMPSON, ET AL. ELIZABETH LEMOINE MAKLER, LEMOINE & GOLDBERG, PC 515 NW SALTZMAN ROAD, STE 811 PORTLAND, OR 97229	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Litigation	<input type="checkbox"/>	UNDETERMINED
3.630 CYNTHIA UNDERWOOD/ PARKWOOD ESTATES RR 1 BOX 170 B MILLERVILLE, MO 63766	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Complaint	<input type="checkbox"/>	UNDETERMINED
3.631 DALE JONES PO BOX 6031040 DANN LAW CLEVELAND, OH 44103	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Complaint	<input type="checkbox"/>	UNDETERMINED
3.632 DALERIE TURNER 8199 WYNFIELD DRIVE JONESBORO, GA 30238	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Complaint	<input type="checkbox"/>	UNDETERMINED

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Schedule E/F: Creditors Who Have Unsecured Claims

Part 2: List All Creditors with NONPRIORITY Unsecured Claims

Creditor's Name, Mailing Address Including Zip Code	Date Claim Was Incurred And Account Number	C	U	D	Basis For Claim	Offset	Amount of Claim
Litigation							
3.633 DALLAS CARSON 6564 SHADY SIDE ROAD SHADY SIDE, MD 20764	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Complaint	<input type="checkbox"/>	UNDETERMINED
3.634 DANA SHAHRAKI 5102 WINDSHIRE MISSOURI CITY, TX 77459	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Complaint	<input type="checkbox"/>	UNDETERMINED
3.635 DANIEL MARTINEZ/NATASHA MARTINEZ 1443 SE 26TH AVE HOMESTEAD, FL 33035	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Complaint	<input type="checkbox"/>	UNDETERMINED
3.636 DANIEL SADLER 4221 N COLORADO AVE KANSAS CITY, MO 64117	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Complaint	<input type="checkbox"/>	UNDETERMINED
3.637 DANNY DUPREE PO BOX 801024 ACWORTH, GA 30101	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Complaint	<input type="checkbox"/>	UNDETERMINED
3.638 DANNY WILLIAMS, ET AL. VERNON C. GOINS II GOINS & ASSOCIATES 1970 BROADWAY, SUITE 260 OAKLAND, CA 94612	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Litigation	<input type="checkbox"/>	UNDETERMINED
3.639 DARRYL MACDONNEL 739 N KRISTEN MESA, AZ 85213	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Complaint	<input type="checkbox"/>	UNDETERMINED
3.640 DAVID FAR 7950 CAPISTRANO AVE LOS ANGELES, CA 91304	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Complaint	<input type="checkbox"/>	UNDETERMINED
3.641 DAVID JOSEPH MORALES 4013 TULAROSA AVE. EL PASO, TX 79903	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Litigation	<input type="checkbox"/>	UNDETERMINED
3.642 DAVID MALTBY 200 BAYWOOD BLVD BRICK, NJ 08723	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Complaint	<input type="checkbox"/>	UNDETERMINED
3.643 DAVID MALTBY 200 BAYWOOD BLVD BRICK, NJ 08723	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Complaint	<input type="checkbox"/>	UNDETERMINED

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Part 2: List All Creditors with NONPRIORITY Unsecured Claims

Creditor's Name, Mailing Address Including Zip Code	Date Claim Was Incurred And Account Number	C	U	D	Basis For Claim	Offset	Amount of Claim
Litigation							
3.644 DAVID MATTILA (DEBRA) 539 K ST WASHOUGAL, WA 98671	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Complaint	<input type="checkbox"/>	UNDETERMINED
3.645 DAVID MUENZ 6137 VICTORY DR AVE MARIA, FL 34142	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Complaint	<input type="checkbox"/>	UNDETERMINED
3.646 DAVID ROLLO 240 CARLYLE PARK DRIVE NE ATLANTA, GA 30307	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Complaint	<input type="checkbox"/>	UNDETERMINED
3.647 DAVID STEFKO 5695 KY HIGHWAY 49 LIBERTY, KY 42539	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Complaint	<input type="checkbox"/>	UNDETERMINED
3.648 DAVID YATES PO BOX 740 MADISON COUNTY CORRECTIONAL LONDON, OH 43140	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Complaint	<input type="checkbox"/>	UNDETERMINED
3.649 DAWN DEGEORGE 68 PRINCESS ST STATEN ISLAND, NY 10303	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Complaint	<input type="checkbox"/>	UNDETERMINED
3.650 DAWN MATERA 337 S STAR AVE PANAMA CITY, FL 32404	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Complaint	<input type="checkbox"/>	UNDETERMINED
3.651 DEAN HEDGLEN 2415 AURELIUS RD APT 38 HOLT, MI 48842	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Complaint	<input type="checkbox"/>	UNDETERMINED
3.652 DEBORAH SHINGLETON 1906 COLUMBIANA LISBON ROAD COLUMBIANA, OH 44408	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Complaint	<input type="checkbox"/>	UNDETERMINED
3.653 DENISA DOUTHIT 6563 STONEGATE DR GUILFORD, IN 47022	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Complaint	<input type="checkbox"/>	UNDETERMINED
3.654 DENNIS GOODSON (CARL DAVIS) 2520 BRENTWOOD PL. CHARLOTTE, NC 28208	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Complaint	<input type="checkbox"/>	UNDETERMINED

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Part 2: List All Creditors with NONPRIORITY Unsecured Claims

Creditor's Name, Mailing Address Including Zip Code	Date Claim Was Incurred And Account Number	C	U	D	Basis For Claim	Offset	Amount of Claim
Litigation							
3.655 DENNIS TAN 319 NIAGARA AVE SAN FRANCISCO, CA 94112	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Complaint	<input type="checkbox"/>	UNDETERMINED
3.656 DENNIS WATSON 4 ARROW PL RANDOLPH, NJ 07869	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Complaint	<input type="checkbox"/>	UNDETERMINED
3.657 DIANE E. CORMIER ATTN: JOSEPH D. MACOM LAW OFFICES OF JOSEPH D. MACOM 8000 IH-10 WEST, SUITE 600; FORUM BUILDING SAN ANTONIO, TX 78230	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Litigation	<input type="checkbox"/>	UNDETERMINED
3.658 DIANE GIBSON, ET AL. TIMOTHY M. DOLAN, ATTORNEY AT LAW P. O. BOX 455 GARIBALDI, OR 97118	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Litigation	<input type="checkbox"/>	UNDETERMINED
3.659 DIANE WILLIS-TURNER 16115 JAST DRIVE CYPRESS, TX 77429	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Complaint	<input type="checkbox"/>	UNDETERMINED
3.660 DIANNA M. STROH, ET AL. BRIAN T. AHRENDT SWORD & AHRENDT LAW OFFICE, P.C. PO BOX 283 HOT SPRINGS, SD 57747	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Litigation	<input type="checkbox"/>	UNDETERMINED
3.661 DOLORES CAMPOS 6304 MORELLA AVE NORTH HOLLYWOOD, CA 91606	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Complaint	<input type="checkbox"/>	UNDETERMINED
3.662 DOLORES CUDAK 46 REDWOOD DR HIGHLAND MILLS, NY 10930	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Complaint	<input type="checkbox"/>	UNDETERMINED
3.663 DOLORES CUDAK 46 REDWOOD DR HIGHLAND MILLS, NY 10930	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Complaint	<input type="checkbox"/>	UNDETERMINED
3.664 DOMINIC FORMISANO 315 SOUTH DUNTON AVENUE EAST PATCHOGUE, NY 11772	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Complaint	<input type="checkbox"/>	UNDETERMINED

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Part 2: List All Creditors with NONPRIORITY Unsecured Claims

Creditor's Name, Mailing Address Including Zip Code	Date Claim Was Incurred And Account Number	C	U	D	Basis For Claim	Offset	Amount of Claim
Litigation							
3.665 DON BOTKIN NOT AVAILABLE	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Complaint	<input type="checkbox"/>	UNDETERMINED
3.666 DONALD JONES NOT AVAILABLE	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Litigation	<input type="checkbox"/>	UNDETERMINED
3.667 DONALD LASCOLA 41 N UMBERLAND DR TOMS RIVER, NJ 08757	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Complaint	<input type="checkbox"/>	UNDETERMINED
3.668 DONALD MASCARDO 2335 FLATBOARD STREET STOCKTON, CA 95206	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Complaint	<input type="checkbox"/>	UNDETERMINED
3.669 DONALD OATTS 8079 BOWLINE DRIVE INDIANAPOLIS, IN 46236	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Complaint	<input type="checkbox"/>	UNDETERMINED
3.670 DONNA SCHANKS 16438 EDGEWOOD DR PLAINFIELD, IL 60586	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Complaint	<input type="checkbox"/>	UNDETERMINED
3.671 DONNA SMITH JANE DOWNEY MOORE TAYLOR PO BOX 5709 WEST COLUMBIA, SC 29171	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Complaint	<input type="checkbox"/>	UNDETERMINED
3.672 DORIS HUTTULA 3325 BARRINGTON DR WEST LINN, OR 97068	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Complaint	<input type="checkbox"/>	UNDETERMINED
3.673 DOROTEA SALDANA 21 THORNHILL OAKS DRIVE HOUSTON, TX 77015	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Complaint	<input type="checkbox"/>	UNDETERMINED
3.674 DOROTHY WILSON 370 CR 7719 DEVINE, TX 78016	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Complaint	<input type="checkbox"/>	UNDETERMINED
3.675 DOYLE BEARD 7949 APPOMATTOX LANE BOISE, ID 83714-6007	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Complaint	<input type="checkbox"/>	UNDETERMINED

Reverse Mortgage Solutions, Inc.

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Schedule E/F: Creditors Who Have Unsecured Claims

Part 2: List All Creditors with NONPRIORITY Unsecured Claims

Creditor's Name, Mailing Address Including Zip Code	Date Claim Was Incurred And Account Number	C	U	D	Basis For Claim	Offset	Amount of Claim
Litigation							
3.676 DUBON, ESLY NOT AVAILABLE	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Litigation	<input type="checkbox"/>	UNDETERMINED
3.677 EARLEAN DANZY; ET AL. ATTN: DANIEL P. LINDSEY, ESQ. 120 SOUTH LASALLE STREET, SUITE 900 CHICAGO, IL 60603	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Litigation	<input type="checkbox"/>	UNDETERMINED
3.678 EBER ZACETA 6200 SAVOY SUITE 1150 THE LANE LAW FIRM HOUSTON, TX 77036	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Complaint	<input type="checkbox"/>	UNDETERMINED
3.679 EDWINA JENKINS KATHRYN LISS LAF 120 SOUTH LASALLE STREET, SUITE 900 CHICAGO, IL 60603	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Litigation	<input type="checkbox"/>	UNDETERMINED
3.680 ELI EISENBACH 603 TWIN OAKS DRIVE LAKEWOOD , NJ 08701	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Complaint	<input type="checkbox"/>	UNDETERMINED
3.681 ELIE NASSAR NOT AVAILABLE	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Litigation	<input type="checkbox"/>	UNDETERMINED
3.682 ELIXE TABERTUS 22306 135TH AVE LAURELTON, NY 11413	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Complaint	<input type="checkbox"/>	UNDETERMINED
3.683 ELIZABETH DILEO PO BOX 1012 OCEAN GATE, NJ 08740	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Complaint	<input type="checkbox"/>	UNDETERMINED
3.684 ELIZABETH DILEO PO BOX 1012 OCEAN GATE, NJ 08740	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Complaint	<input type="checkbox"/>	UNDETERMINED
3.685 ELIZABETH DILEO PO BOX 1012 OCEAN GATE, NJ 08740	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Complaint	<input type="checkbox"/>	UNDETERMINED

Reverse Mortgage Solutions, Inc.

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Schedule E/F: Creditors Who Have Unsecured Claims**Part 2: List All Creditors with NONPRIORITY Unsecured Claims**

Creditor's Name, Mailing Address Including Zip Code	Date Claim Was Incurred And Account Number	C	U	D	Basis For Claim	Offset	Amount of Claim
Litigation							
3.686 ELIZABETH HERRERA 1103 SOUTH DOGWOOD TERRACE INVERNESS, FL 34450	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Complaint	<input type="checkbox"/>	UNDETERMINED
3.687 ELIZABETH ZANOSKAR 151 STATE ROUTE 303 STREETSBORO, OH 44241	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Complaint	<input type="checkbox"/>	UNDETERMINED
3.688 ELOUISE HAWKINS ARKANSAS FAIR HOUSING COMMISSION 101 E. CAPITOL AVE. SUITE 212 HESTER CRISWELL, JD, CHIEF INVESTIGATOR LITTLE ROCK, AR 72201	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Litigation	<input type="checkbox"/>	UNDETERMINED
3.689 EMMA CARAWAY P.O. BOX 304 THOMASVILLE, NC 27360	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Complaint	<input type="checkbox"/>	UNDETERMINED
3.690 EQUEEL BHATTI 731 WESTERN AVE ALBANY, NY 12203	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Complaint	<input type="checkbox"/>	UNDETERMINED
3.691 ERIC BIGELOW/ALISHA BIGELOW 3777 OAK ST BARNUM, MN 55707	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Complaint	<input type="checkbox"/>	UNDETERMINED
3.692 ERIC RICHTER 10898 N 106TH LN LARGO, FL 33773	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Complaint	<input type="checkbox"/>	UNDETERMINED
3.693 ERIC STEINHAUER, ET AL. ERIC STEINHAUER LAW OFFICE OF ERIC STEINHAUER 1919 ADDISON STREET, SUITE 105 BERKELEY, CA 94794	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Litigation	<input type="checkbox"/>	UNDETERMINED
3.694 ERICA JOHNSON 320 COUNTRY MDWS NICHOLLS, GA 31554	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Complaint	<input type="checkbox"/>	UNDETERMINED
3.695 ERICKA BOIVIN 950 N BLUE JAY LN FAYETTEVILLE, AR 72704	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Complaint	<input type="checkbox"/>	UNDETERMINED

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Creditor's Name, Mailing Address Including Zip Code	Date Claim Was Incurred And Account Number	C	U	D	Basis For Claim	Offset	Amount of Claim
Litigation							
3.696 ERIICA MALLARD 151 STEWART STREET ANNISTON, AL 36206	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Complaint	<input type="checkbox"/>	UNDETERMINED
3.697 ESTATE OF DONALD KEITH THUM, DECEASED NICHOLAS KRITIKOS HOFFMAN & FORDE 3033 FIFTH AVENUE, SUITE 225 SAN DIEGO, CA 92103	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Litigation	<input type="checkbox"/>	UNDETERMINED
3.698 ESTATE OF KENNETH SPERLING, ET AL. NOT AVAILABLE	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Litigation	<input type="checkbox"/>	UNDETERMINED
3.699 ESTATE OF PEDRO RAMIREZ GARCIA, ET AL. JONATHAN S MILDER THE LAW OFFICE OF JONATHAN S MILDER 301 EAST COOK STREET, SUITE A SANTA MARIA, CA 93454	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Litigation	<input type="checkbox"/>	UNDETERMINED
3.700 ESTATE OF RONALD L TOBIAS NOT AVAILABLE	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Litigation	<input type="checkbox"/>	UNDETERMINED
3.701 ESTATE OF RUTH F. GRIFFIN, ET AL. REBECCA L. BLACK, ESQUIRE PA 309127 LUTZ & PAWK; MORGAN CENT. BLDG 101 E DIAMOND ST STE 102 BUTLER, PA 16001	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Litigation	<input type="checkbox"/>	UNDETERMINED
3.702 ESTHER MARTINEZ 2771 SOUTH 2580 WEST WEST VALLEY, UT 84119	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Complaint	<input type="checkbox"/>	UNDETERMINED
3.703 ESTRADA, ANGELA NOT AVAILABLE	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Litigation	<input type="checkbox"/>	UNDETERMINED
3.704 EUGENE HERRINGTON 1249 CALEDONIA ST PORTAGE, WI 53901	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Complaint	<input type="checkbox"/>	UNDETERMINED

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Litigation							
3.705 EVANGELITA (LUIS) SOTO 8104 GRANADA BLVD ORLANDO, FL 32836	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Complaint	<input type="checkbox"/>	UNDETERMINED
3.706 EVELYN LEWIS 228 KA-OLA DR JEFFERSON, NC 28640	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Complaint	<input type="checkbox"/>	UNDETERMINED
3.707 FERDINAND T. MOORE, ANDREA LIU BOB GILL WITH SAUL EWING 1919 PENNSYLVANIA AVE., NW, SUITE 550 WASHINGTON, DC 20006-3434	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Litigation	<input type="checkbox"/>	UNDETERMINED
3.708 FINANCE OF AMERICA REVERSE, ET AL. 8023 EAST 63RD PLACE SUITE 700 TULSA, OK 74133	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Litigation	<input type="checkbox"/>	UNDETERMINED
3.709 FU LUO 13711 SLATE CREEK LANE HOUSTON, TX 77077	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Complaint	<input type="checkbox"/>	UNDETERMINED
3.710 GAIL ELLAND/GERI HESS 2519 WOOD ST LA CROSS, WI 54603	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Complaint	<input type="checkbox"/>	UNDETERMINED
3.711 GARY JARRELL BRANDON S. STEELE, ESQ. 3049 ROBERT C. BYRD DRIVE, STE 100 BECKLEY, WV 25801	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Litigation	<input type="checkbox"/>	UNDETERMINED
3.712 GARY P. BROTHERS/ PNC 290 VICKEY LN BOAZ, AL 35956	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Complaint	<input type="checkbox"/>	UNDETERMINED
3.713 GENA RICHARDS 7314 SOMMERS ROAD PHILADELPHIA, PA 19138	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Complaint	<input type="checkbox"/>	UNDETERMINED
3.714 GENEVIEVE HAY 13646 CHAPMAN CORNERS ROAD RED CREEK, NY 13143	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Complaint	<input type="checkbox"/>	UNDETERMINED

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<u>Litigation</u>							
3.715 GEORGE KANARIS 9 BYRSONMA COURT WEST HOMOSASSA, FL 34446	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Complaint	<input type="checkbox"/>	UNDETERMINED
3.716 GEORGE MARTIN 1491 HIGHWAY 50 SPACE 51 DELTA, CO 81416	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Complaint	<input type="checkbox"/>	UNDETERMINED
3.717 GEORGE OHRBERG 1332 CATILINE PL BATON ROUGE, LA 70816	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Complaint	<input type="checkbox"/>	UNDETERMINED
3.718 GEORGIA UNDERWRITING ASSOCIATION NOT AVAILABLE	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Litigation	<input type="checkbox"/>	UNDETERMINED
3.719 GLORIA BROWN COMMUNITY LEGAL SERVICES, INC. BY: KERRY E. SMITH, ESQUIRE ATTORNEY ID NO. 94473 1424 CHESTNUT ST PHILADELPHIA, PA 19102	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Litigation	<input type="checkbox"/>	UNDETERMINED
3.720 GOLDEN OPPORTUNITY, LLC PATRICIA GOLDEN, PRO SE 570 MILLER RD SOUTH WINDSOR, CT 06074	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Litigation	<input type="checkbox"/>	UNDETERMINED
3.721 GRACEVILLE BINGO, ET AL. CHARLES M WYNN LAW OFFICES, PA CHARLES M WYNN P. O. BOX 146 MARIANNA, FL 32447	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Litigation	<input type="checkbox"/>	UNDETERMINED
3.722 GRANT BROWN 1335 YELLOW SPRINGS FAIRFIELD FAIRBORN, OH 45324	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Complaint	<input type="checkbox"/>	UNDETERMINED
3.723 GREG FRISBEY MO	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Complaint	<input type="checkbox"/>	UNDETERMINED
3.724 GREG HOGAN P.O. BOX 1795 KETCHUM, ID 83340	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Complaint	<input type="checkbox"/>	UNDETERMINED

Reverse Mortgage Solutions, Inc.

Case Number: 19-10422

Schedule E/F: Creditors Who Have Unsecured Claims

Part 2: List All Creditors with NONPRIORITY Unsecured Claims

Creditor's Name, Mailing Address Including Zip Code	Date Claim Was Incurred And Account Number	C	U	D	Basis For Claim	Offset	Amount of Claim
Litigation							
3.725 GREGORY STILLER 715 CARACARA CT KISSIMMEE, FL 34759	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Complaint	<input type="checkbox"/>	UNDETERMINED
3.726 GUADALUPE M PAREDES JUAN J GARCIA, JR. 260 W. CANTON RD. LAREDO, TX 78041	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Litigation	<input type="checkbox"/>	UNDETERMINED
3.727 GWENDOLYN THOMAS 1218 JASON DR DENHAM SPRINGS, LA 70726	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Complaint	<input type="checkbox"/>	UNDETERMINED
3.728 HAROLD BAILEY 109 DARBY ST CAMPOBELLO, SC 29322	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Complaint	<input type="checkbox"/>	UNDETERMINED
3.729 HARRIET (DOROTHY) WILSON 221 LUBERTHA RD RIDGELAND, MS 39157	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Complaint	<input type="checkbox"/>	UNDETERMINED
3.730 HARRIET (DOROTHY) WILSON 221 LUBERTHA RD RIDGELAND, MS 39157	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Complaint	<input type="checkbox"/>	UNDETERMINED
3.731 HEATHER OESTERN 2290 HILLVIEW DR MARION, IA 52302	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Complaint	<input type="checkbox"/>	UNDETERMINED
3.732 HEATHER PETTY 7828 LION ST RANCHO CUCAMONGA, CA 91730	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Complaint	<input type="checkbox"/>	UNDETERMINED
3.733 HEBER & SILVIA ARRIAGA 3334 OLD PLANK RD PARK CITY, IL 60085	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Complaint	<input type="checkbox"/>	UNDETERMINED
3.734 HECTOR QUINONES 2640 REUTER ST FRANKLIN PARK, IL 60131	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Complaint	<input type="checkbox"/>	UNDETERMINED
3.735 HURLEY SMITH 2847 FORBES RD GASTONIA, NC 28506	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Complaint	<input type="checkbox"/>	UNDETERMINED

Reverse Mortgage Solutions, Inc.

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Schedule E/F: Creditors Who Have Unsecured Claims

Part 2: List All Creditors with NONPRIORITY Unsecured Claims

Creditor's Name, Mailing Address Including Zip Code	Date Claim Was Incurred And Account Number	C	U	D	Basis For Claim	Offset	Amount of Claim
Litigation							
3.736 INGUS NARUNS (BORROWER) ARCHER, BYINGTON, GLENNON & LEVINE, LLP JOHN H BYINGTO, III, ESQ. 1 HUNTINGTON QUAD. STE 4C10 P.O BOX 9064 MELVILLE, NY 11747-9064	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Litigation	<input type="checkbox"/>	UNDETERMINED
3.737 IRENE CASTILLO 1603 TULIPAN AVE MISSION, TX 78572	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Complaint	<input type="checkbox"/>	UNDETERMINED
3.738 ISAAC STEPHEN 657 LOCHERN TER BEL AIR, MD 21015	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Complaint	<input type="checkbox"/>	UNDETERMINED
3.739 JACK JACKSON 24363 LOIS LN SOUTHFIELD, MI 48075	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Complaint	<input type="checkbox"/>	UNDETERMINED
3.740 JACK O'NEILL RAMEY, ET AL. JANE DEARWESTER [SB#27782] FERIKES & BLEYNAT, PLLC 48 PATTON AVE., SUITE 300 ASHEVILLE, NC 28801	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Litigation	<input type="checkbox"/>	UNDETERMINED
3.741 JACOB LEARN 11345 LEXI LN BEAUMONT, CA 92223	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Complaint	<input type="checkbox"/>	UNDETERMINED
3.742 JACQUELINE MCDERMOTT 430 PECK ROAD SPENCERPORT, NY 14559	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Complaint	<input type="checkbox"/>	UNDETERMINED
3.743 JADELYNN AKAU 1301 RED GABLE LN UNIT 102 LAS VEGAS, NV 89144	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Complaint	<input type="checkbox"/>	UNDETERMINED
3.744 JAIME QUIROS 40027 NOTTING HILL ROAD MURRIETA, CA 92563	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Complaint	<input type="checkbox"/>	UNDETERMINED
3.745 JAMES COGGIN 4280 FREEMAN AVE HAMILTON, OH 45015	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Complaint	<input type="checkbox"/>	UNDETERMINED
3.746 JAMES DODD 16352 W 81ST ST S SAPULPA, OK 74066	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Complaint	<input type="checkbox"/>	UNDETERMINED

Reverse Mortgage Solutions, Inc.

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Schedule E/F: Creditors Who Have Unsecured Claims

Part 2: List All Creditors with NONPRIORITY Unsecured Claims

Creditor's Name, Mailing Address Including Zip Code	Date Claim Was Incurred And Account Number	C	U	D	Basis For Claim	Offset	Amount of Claim
Litigation							
3.747 JAMES FRANZ 4445 WEST AVENIDA DEL SOL GLENDALE, AZ 85310	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Complaint	<input type="checkbox"/>	UNDETERMINED
3.748 JAMES JONES NOT AVAILABLE	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Litigation	<input type="checkbox"/>	UNDETERMINED
3.749 JAMES KELLEY 1804 SCARLETT BLVD LYNN HAVEN, FL 32444	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Complaint	<input type="checkbox"/>	UNDETERMINED
3.750 JAMES KORNEGAY 4854 W POTOMAC CHICAGO, IL 60651	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Complaint	<input type="checkbox"/>	UNDETERMINED
3.751 JAMES M. JONES, AS SUCCESSOR IN INTEREST MOHAMMAD MAAZ JT LEGAL GROUP, APC 801 N. BRAND BLVD. STE. 1130 GLENDALE, CA 91203	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Litigation	<input type="checkbox"/>	UNDETERMINED
3.752 JAMES O'NEAL 50 GREEN MEADOW DR WINTER HAVEN, FL 33884	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Complaint	<input type="checkbox"/>	UNDETERMINED
3.753 JAMES RAMBERT, ET AL. NOT AVAILABLE	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Litigation	<input type="checkbox"/>	UNDETERMINED
3.754 JAMES S PORTER NOT AVAILABLE	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Litigation	<input type="checkbox"/>	UNDETERMINED
3.755 JAMES WHITMORE MICHAEL BERNDT 371 ROBINSON RD CHATSWORTH, GA 30705	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Complaint	<input type="checkbox"/>	UNDETERMINED
3.756 JANE E. BYFIELD-HALL, ET AL. JOHN J O'NEIL, JR. FRANCIS O'NEIL LLC 255 MAIN STREET HARTFORD, CT 06106	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Litigation	<input type="checkbox"/>	UNDETERMINED
3.757 JANELLE HUMPHREY 10948 VIA BANCO SAN DIEGO, CA 92126	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Complaint	<input type="checkbox"/>	UNDETERMINED

Reverse Mortgage Solutions, Inc.

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Schedule E/F: Creditors Who Have Unsecured Claims

Part 2: List All Creditors with NONPRIORITY Unsecured Claims

Creditor's Name, Mailing Address Including Zip Code	Date Claim Was Incurred And Account Number	C	U	D	Basis For Claim	Offset	Amount of Claim
Litigation							
3.758 JAY SHAPIRO 2904 MESILLA NE ALBUQUERQUE, NM 87110	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Complaint	<input type="checkbox"/>	UNDETERMINED
3.759 JEFFREY LEDBETTER 2751 BUFORD HWY SUITE 600 BERRY AND ASSOCIATES ATLANTA, GA 30324	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Complaint	<input type="checkbox"/>	UNDETERMINED
3.760 JENETTA POLK O'NEAL 4913 SOUTH WABASH AVENUE CHICAGO, IL 60615	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Complaint	<input type="checkbox"/>	UNDETERMINED
3.761 JENNIFER CLOTHIER 24317 88TH ST SALEM, WI 53168	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Complaint	<input type="checkbox"/>	UNDETERMINED
3.762 JENNIFER JORDAN 8621 MADISON DR NORTH RICHLAND HILLS, TX 76182	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Complaint	<input type="checkbox"/>	UNDETERMINED
3.763 JENNIFER PARK 3217 S 4840 W W VALLY CITY, UT 84120	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Complaint	<input type="checkbox"/>	UNDETERMINED
3.764 JENNIFER WATSON 8 HUDSON RD E IRVINGTON, NY 10533	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Complaint	<input type="checkbox"/>	UNDETERMINED
3.765 JENNIFER WILFORD 3420 PICKNEY BLUFF FORT MILL, SC 29715	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Complaint	<input type="checkbox"/>	UNDETERMINED
3.766 JERRY AXE PO BOX 253 RED LION, PA 17356	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Complaint	<input type="checkbox"/>	UNDETERMINED
3.767 JERRY HOLZER P.O. BOX 801 SPRINGTOWN, TX 76082	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Complaint	<input type="checkbox"/>	UNDETERMINED
3.768 JESSE BOWMAN 4821 HEREFORD FARM RD EVANS, GA 30809	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Complaint	<input type="checkbox"/>	UNDETERMINED

Reverse Mortgage Solutions, Inc.

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Schedule E/F: Creditors Who Have Unsecured Claims**Part 2: List All Creditors with NONPRIORITY Unsecured Claims**

Creditor's Name, Mailing Address Including Zip Code	Date Claim Was Incurred And Account Number	C	U	D	Basis For Claim	Offset	Amount of Claim
Litigation							
3.769 JF CONSTRUCTION, INC. EDWARD W.HARDIG ANDERSON, AGOSTINO & KELLER, P.C. 131 S. TAYLOR ST. SOUTH BEND, IN 46601-1521	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Litigation	<input type="checkbox"/>	UNDETERMINED
3.770 JILL MCGOWAN (DEBORAH TURNER) 20 SANDY LN LOWELL, MA 01854	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Complaint	<input type="checkbox"/>	UNDETERMINED
3.771 JIMMY (GLORIA)HOLMES 84 PEAR DR SILER CITY, NC 27344	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Complaint	<input type="checkbox"/>	UNDETERMINED
3.772 JO ANN GALLO/SHARON MCCUDDEN 129 BRUNSWICK AVENUE BLOOMSBURY, NJ 08804	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Complaint	<input type="checkbox"/>	UNDETERMINED
3.773 JOANNE ABENS, ET AL. ERICK B DEOBLER WHITE MARSH ANDERSON MARTIN VICKERS DOEBLER & GOODE; 511 E ETNA RD. OTTAWA, IL 61350	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Litigation	<input type="checkbox"/>	UNDETERMINED
3.774 JOHN CASH SMITH GEORGE B. BARRON ATTORNEY AT LAW 108 7TH STREET ORANGE, TX 77630	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Litigation	<input type="checkbox"/>	UNDETERMINED
3.775 JOHN DEPETRIS 2180 WHITE OAK DR EAST STROUDSBURG, PA 18301	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Complaint	<input type="checkbox"/>	UNDETERMINED
3.776 JOHN DOYLE 6204 MONTEREY DR KLAMATH FALLS, OR 97603	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Complaint	<input type="checkbox"/>	UNDETERMINED
3.777 JOHN EBANKS P.O. BOX 3118 EAST HAMPTON, NY 11937-0396	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Complaint	<input type="checkbox"/>	UNDETERMINED
3.778 JOHN HUNTER 3541 FOXWOOD PL SANTA ROSA, CA 95405	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Complaint	<input type="checkbox"/>	UNDETERMINED

Reverse Mortgage Solutions, Inc.

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Schedule E/F: Creditors Who Have Unsecured Claims

Part 2: List All Creditors with NONPRIORITY Unsecured Claims

Creditor's Name, Mailing Address Including Zip Code	Date Claim Was Incurred And Account Number	C	U	D	Basis For Claim	Offset	Amount of Claim
Litigation							
3.779 JOHN TRUAX 2732 BOUDWIN AVENUE BOOTHWYN, PA 19061	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Complaint	<input type="checkbox"/>	UNDETERMINED
3.780 JOHN WATSON (VIVIAN HIGGINS) 3400 N SYLVIA VISTA LN WILLCOX, AZ 85643	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Complaint	<input type="checkbox"/>	UNDETERMINED
3.781 JOHNNIE ROWE CHARLESTON, MO 63834	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Complaint	<input type="checkbox"/>	UNDETERMINED
3.782 JOLENE AMES, ET AL. STEPHEN S TALT, ESQUIRE 2596 MISSION, SUITE 310 SAN MARINO, CA 91108	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Litigation	<input type="checkbox"/>	UNDETERMINED
3.783 JON DOGAR MARINESCO 5858 ROUTE 209 KERHONKSON, NY 12446	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Complaint	<input type="checkbox"/>	UNDETERMINED
3.784 JONAH ANDERSON 232 MARGUERITE AVE SYRACUSE, NY 13207	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Complaint	<input type="checkbox"/>	UNDETERMINED
3.785 JONATHAN KRATZ 574 YODER RD HARLEYSVILLE, PA 19438	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Complaint	<input type="checkbox"/>	UNDETERMINED
3.786 JONATHAN OLSON 3 HEATHER LANE NORTH GRANBY, CT 06060	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Complaint	<input type="checkbox"/>	UNDETERMINED
3.787 JORGE GALAZ/CYNTHIA GALAZ 1387 E COPPER VISTA DR TUCSON, AZ 85706	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Complaint	<input type="checkbox"/>	UNDETERMINED
3.788 JOSE M. CRUZ, JR. DAVID M MEDEARIS SULLINS JOHNSTON ROHRBACH & MAGERS 3200 SOUTHWEST FREEWAY, SUITE 2200 HOUSTON, TX 77027	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Litigation	<input type="checkbox"/>	UNDETERMINED
3.789 JOSEPH BERGAN 3803 CRESSON ST PHILADELPHIA, PA 19127	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Complaint	<input type="checkbox"/>	UNDETERMINED

Reverse Mortgage Solutions, Inc.

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Schedule E/F: Creditors Who Have Unsecured Claims

Part 2: List All Creditors with NONPRIORITY Unsecured Claims

Creditor's Name, Mailing Address Including Zip Code	Date Claim Was Incurred And Account Number	C	U	D	Basis For Claim	Offset	Amount of Claim
Litigation							
3.790 JOSEPH DE LA ROSA, JR. NELSON W. GOODELL, ESQ. THE GOODELL LAW FIRM 5 THIRD STREET, SUITE 1100 SAN FRANCISCO, CA 94103	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Litigation	<input type="checkbox"/>	UNDETERMINED
3.791 JOSEPH THOMAS 18746 ROGERLAND DRIVE SPRING HILL, FL 34610	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Complaint	<input type="checkbox"/>	UNDETERMINED
3.792 JOSHUA QUINTERO 191 DARLEY DR VALLEJO, CA 94591	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Complaint	<input type="checkbox"/>	UNDETERMINED
3.793 JOYCE WILCOX 10108 KINGS HYW SITE 107 MYRTLE BEACH, SC 29572	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Complaint	<input type="checkbox"/>	UNDETERMINED
3.794 JUAN RODRIGUEZ-MOJICA, ET AL. HECTOR FIGUEROA VINCENTY BUFETE DEL PUEBLO P.S.C. EDIFICIO NORFE 201 AVE. 65 DE INFANTERIA 714 RIO PIEDRAS, PR 00924	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Litigation	<input type="checkbox"/>	UNDETERMINED
3.795 JUDITH CHAFFEE 19208C AVENUE OF THE OAKS NEWHALL, CA 91321	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Complaint	<input type="checkbox"/>	UNDETERMINED
3.796 JUDY CONTRERAS 1445 SW 122ND AVENUE MIAMI, FL 33184	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Complaint	<input type="checkbox"/>	UNDETERMINED
3.797 JUDY FELICIANO 5405 SUNSEEKER BOULEVARD GREENACRES, FL 33463	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Complaint	<input type="checkbox"/>	UNDETERMINED
3.798 JUDY SPEARS 2017 SEALY AVENUE GALVESTON, TX 77550	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Complaint	<input type="checkbox"/>	UNDETERMINED
3.799 JULIA HENNESSEY 65 MARSHALL DR EGG HARBOR TOWNSHIP, NJ 08234	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Complaint	<input type="checkbox"/>	UNDETERMINED

Reverse Mortgage Solutions, Inc.

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Schedule E/F: Creditors Who Have Unsecured Claims

Part 2: List All Creditors with NONPRIORITY Unsecured Claims

Creditor's Name, Mailing Address Including Zip Code	Date Claim Was Incurred And Account Number	C	U	D	Basis For Claim	Offset	Amount of Claim
Litigation							
3.800 JULIA HENNESSEY 65 MARSHALL DR EGG HARBOR TOWNSHIP, NJ 08234	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Complaint	<input type="checkbox"/>	UNDETERMINED
3.801 JULIE BOHLING 37766 132ND ST ABERDEEN, SD 57401	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Complaint	<input type="checkbox"/>	UNDETERMINED
3.802 JUSTIN STRONG, ET AL. KELLY R. O'BRIEN; MEASURE, SAMPSEL, SULLIVAN & O'BRIEN, P.C. 24 FIRST AVENUE EAST, STE C P.O. BOX 918 KALISPELL, MT 59903-0918	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Litigation	<input type="checkbox"/>	UNDETERMINED
3.803 KANE HARPER 4027 RIVER MIST CT LITHONIA, GA 30038	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Complaint	<input type="checkbox"/>	UNDETERMINED
3.804 KAREN MINOR 3167 CREIGHTON LANDING RD FLEMING ISLE, FL 32003	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Complaint	<input type="checkbox"/>	UNDETERMINED
3.805 KAREN MINOR 3167 CREIGHTON LANDING RD FLEMING ISLE, FL 32003	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Complaint	<input type="checkbox"/>	UNDETERMINED
3.806 KATHERINE BURKE, ET AL. J. SAMUEL TENEBBAUM BLUHM LEGAL CLINIC, #15245 NWU LAW 375 EAST CHICAGO AVENUE CHICAGO, IL 60611	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Litigation	<input type="checkbox"/>	UNDETERMINED
3.807 KATHERINE PATRY 2401 N LILAC WAY ELLENSBURG, WA 98926	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Complaint	<input type="checkbox"/>	UNDETERMINED
3.808 KATHERINE PATRY 2401 N LILAC WAY ELLENSBURG, WA 98926	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Complaint	<input type="checkbox"/>	UNDETERMINED
3.809 KELLY HICKS/ WELLS FARGO BANK NOT AVAILABLE	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Complaint	<input type="checkbox"/>	UNDETERMINED

Reverse Mortgage Solutions, Inc.

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Schedule E/F: Creditors Who Have Unsecured Claims

Part 2: List All Creditors with NONPRIORITY Unsecured Claims

Creditor's Name, Mailing Address Including Zip Code	Date Claim Was Incurred And Account Number	C	U	D	Basis For Claim	Offset	Amount of Claim
Litigation							
3.810 KELLY MAYES PO BOX 1544 SANDY, OR 97055	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Complaint	<input type="checkbox"/>	UNDETERMINED
3.811 KEN GATES (VALERIE) PO BOX 1897 TEHACHAPI, CA 93581	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Complaint	<input type="checkbox"/>	UNDETERMINED
3.812 KEN HONECK 3300 NE MOHAWK LANE KANSAS CITY, MO 64116-2820	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Complaint	<input type="checkbox"/>	UNDETERMINED
3.813 KENNETH PEPIN 2283 SOUTH 300 WEST ALBION, IN 46701	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Complaint	<input type="checkbox"/>	UNDETERMINED
3.814 KENNETH SPERLING, ET AL. JOSEPH F BUFOGLE, ESQ. BUFOGLE &ASSOC. 2405 E SKELLY DR. TULSA, OK 74105	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Litigation	<input type="checkbox"/>	UNDETERMINED
3.815 KENT BARTLEY 2373 WILLOWVIEW DRIVE GRAHAM, NC 27253	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Complaint	<input type="checkbox"/>	UNDETERMINED
3.816 KEVIN & JENNIFER ANDRADE 720 OLIVE DRIVE SUITE D DAVIS, CA 95616	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Complaint	<input type="checkbox"/>	UNDETERMINED
3.817 KEVIN NEUMANN 11443 W HANKS BOISE, ID 83709	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Complaint	<input type="checkbox"/>	UNDETERMINED
3.818 KIM LYNN 1184 WINDING MEADOWS ROAD ROCKLEDGE, FL 32955	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Complaint	<input type="checkbox"/>	UNDETERMINED
3.819 KIMBERLY KILLIAN (LEWIS) 404 7TH STREET EAST SCOTT CITY, MO 63780	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Complaint	<input type="checkbox"/>	UNDETERMINED
3.820 KIMIE MIYAMOTO ATTN: CHARLES A. HIGGS, ESQ. LAW OFFICE OF CHARLES A. HIGGS 115 E. 23RD STREET, 3RD FL NEW YORK, NY 10010	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Litigation	<input type="checkbox"/>	UNDETERMINED

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Schedule E/F: Creditors Who Have Unsecured Claims

Part 2: List All Creditors with NONPRIORITY Unsecured Claims

Creditor's Name, Mailing Address Including Zip Code	Date Claim Was Incurred And Account Number	C	U	D	Basis For Claim	Offset	Amount of Claim
Litigation							
3.821 KMC LANDSCAPING SERVICES INC. AND SERVICE IN PROCESS	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Litigation	<input type="checkbox"/>	UNDETERMINED
3.822 KORI DEBOLT 1841 MISTY RIDGE BOULEVARD BYRON CENER, MI 49315	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Complaint	<input type="checkbox"/>	UNDETERMINED
3.823 KRISTOPHER BURCKHARD 7319 E LINDNER AVE MESA, AZ 85209	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Complaint	<input type="checkbox"/>	UNDETERMINED
3.824 KYLE ODOM 10818 CREEKTREE DR HOUSTON, TX 77070	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Complaint	<input type="checkbox"/>	UNDETERMINED
3.825 LARRY KALPAKOFF 8215 N GARDEN AVE FRESNO, CA 93720	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Complaint	<input type="checkbox"/>	UNDETERMINED
3.826 LARRY SMITH/JOAN SMITH 333 SAM HEAD RD WEST MONROE, LA 71292	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Complaint	<input type="checkbox"/>	UNDETERMINED
3.827 LAURINA LEATO 3411 SHOAF PARK RIVER DR FORT WAYNE, IN 46835	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Complaint	<input type="checkbox"/>	UNDETERMINED
3.828 LEANNE WELSH 325 LAKE FOREST DR LA VERGNE, TN 37086	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Complaint	<input type="checkbox"/>	UNDETERMINED
3.829 LEE KAARUP/DARRELL KAARUP 738 NORTH KACHINA DRIVE WICKENBURG, AZ 85390-2119	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Complaint	<input type="checkbox"/>	UNDETERMINED
3.830 LEILA NAGHIBI 1727 F ST NE WASHINGTON, DC 20002	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Complaint	<input type="checkbox"/>	UNDETERMINED
3.831 LEO DESMARAIS 518 CENTRAL ST JEREMY LAPOINTE ESQ WINCHENDON, MA 01475	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Complaint	<input type="checkbox"/>	UNDETERMINED

Reverse Mortgage Solutions, Inc.

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Schedule E/F: Creditors Who Have Unsecured Claims

Part 2: List All Creditors with NONPRIORITY Unsecured Claims

Creditor's Name, Mailing Address Including Zip Code	Date Claim Was Incurred And Account Number	C	U	D	Basis For Claim	Offset	Amount of Claim
Litigation							
3.832 LESA FOREHAND (RUCKMAN) 811 FLIGHT AVE PANAMA CITY, FL 32404	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Complaint	<input type="checkbox"/>	UNDETERMINED
3.833 LESA FOREHAND (RUCKMAN) 811 FLIGHT AVE PANAMA CITY, FL 32404	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Complaint	<input type="checkbox"/>	UNDETERMINED
3.834 LINCOLN HALSTEAD 14 DAVIS AVENUE PISCATAWAY, NJ 08854	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Complaint	<input type="checkbox"/>	UNDETERMINED
3.835 LINCOLN HALSTEAD 14 DAVIS AVENUE PISCATAWAY, NJ 08854	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Complaint	<input type="checkbox"/>	UNDETERMINED
3.836 LINDA LEWIS 245 PINE AVENUE EGG HARBOR TOWNSHIP, NJ 08234	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Complaint	<input type="checkbox"/>	UNDETERMINED
3.837 LINDA LEWIS 245 PINE AVENUE EGG HARBOR TOWNSHIP, NJ 08234	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Complaint	<input type="checkbox"/>	UNDETERMINED
3.838 LINDA ROZEMA 481 E MT VERNON DR PLANTATION, FL 33325	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Complaint	<input type="checkbox"/>	UNDETERMINED
3.839 LINDA STYLES 24632 SADABA MISSION VIEJO, CA 92692	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Complaint	<input type="checkbox"/>	UNDETERMINED
3.840 LISE DEHART 7 CLARK ST BELMONT, NH 03220	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Complaint	<input type="checkbox"/>	UNDETERMINED
3.841 LLOYD DEEM 737 SPRINGWATER ROAD KOKOMO, IN 46902	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Complaint	<input type="checkbox"/>	UNDETERMINED
3.842 LOIS MARIE FARBER 3 MAIN STREET, SUITE 2406 NYACK, NY 10960	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Complaint	<input type="checkbox"/>	UNDETERMINED

Reverse Mortgage Solutions, Inc.

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Schedule E/F: Creditors Who Have Unsecured Claims

Part 2: List All Creditors with NONPRIORITY Unsecured Claims

Creditor's Name, Mailing Address Including Zip Code	Date Claim Was Incurred And Account Number	C	U	D	Basis For Claim	Offset	Amount of Claim
Litigation							
3.843 LORENA MADDEN PO BOX 10406 CEDAR RAPIDS, IA 52410	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Complaint	<input type="checkbox"/>	UNDETERMINED
3.844 LORI MONDELLO 11926 HANCOCK DRIVE BRADENTON, FL 34211	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Complaint	<input type="checkbox"/>	UNDETERMINED
3.845 LUCY BUFKIN P.O. BOX 154 LOUISVILLE, MS 39339	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Complaint	<input type="checkbox"/>	UNDETERMINED
3.846 LYNDA ALILA 24643 FOREST HIKER CT KATY, TX 77493	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Complaint	<input type="checkbox"/>	UNDETERMINED
3.847 LYNDA BROWN 12950 WEST GOLF DRIVE MIAMI, FL 33167	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Complaint	<input type="checkbox"/>	UNDETERMINED
3.848 LYNN FISHER-COTE (COTE) 344 EXCHANGE ST MILLIS, MA 02054	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Complaint	<input type="checkbox"/>	UNDETERMINED
3.849 MAGALENE ROBBINS 152 PEACE LN CLAYTON, NC 27528	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Complaint	<input type="checkbox"/>	UNDETERMINED
3.850 MAGGIE KOCHUTIN LAW OFFICES OF ALASKA LEGAL SERVICES CORPORATION 1016 W. 6TH AVE., STE. 200 ANCHORAGE, AK 99501	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Litigation	<input type="checkbox"/>	UNDETERMINED
3.851 MARCELA E MELGAREJO DANIEL C. DURAND, III ATTORNEY FOR PLAINTIFF TX BAR # 06287570 522 S EDMONDS LN, STE 101 LEWISVILLE, TX 75067	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Litigation	<input type="checkbox"/>	UNDETERMINED
3.852 MARCIA ALLEN/ WIDNER GENERAL PARTNERSHIP 2512 BERRYWOOD DR RANCHO CORDOVA, CA 95670	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Complaint	<input type="checkbox"/>	UNDETERMINED

Reverse Mortgage Solutions, Inc.

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Schedule E/F: Creditors Who Have Unsecured Claims

Part 2: List All Creditors with NONPRIORITY Unsecured Claims

Creditor's Name, Mailing Address Including Zip Code	Date Claim Was Incurred And Account Number	C	U	D	Basis For Claim	Offset	Amount of Claim
Litigation							
3.853 MARGARET LOUISE LARMAN RACHEL ERB JONES SWVA LEGAL AID SOCIETY, INC. 227 WEST CHERRY STREET MARION, VA 24354	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Litigation	<input type="checkbox"/>	UNDETERMINED
3.854 MARGARET REDUS 2793 SOUTH WEBSTER STREET DENVER, CO 80227	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Complaint	<input type="checkbox"/>	UNDETERMINED
3.855 MARGARET REDUS 2793 SOUTH WEBSTER STREET DENVER, CO 80227	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Complaint	<input type="checkbox"/>	UNDETERMINED
3.856 MARICA FISHER 211 ORIOLE RD LUMBERTON, NC 28360	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Complaint	<input type="checkbox"/>	UNDETERMINED
3.857 MARIO LOZANO 90 FAY DRIVE LYTLE, TX 78052	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Complaint	<input type="checkbox"/>	UNDETERMINED
3.858 MARIO LOZANO 90 FAY DR LYTLE, TX 78052	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Complaint	<input type="checkbox"/>	UNDETERMINED
3.859 MARK BAETA/JEANNE BAETA LOS GATOS, CA 95031	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Complaint	<input type="checkbox"/>	UNDETERMINED
3.860 MARKAND SHUKLA 8322 POLISHED STONE CIRCLE HOUSTON, TX 77095	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Complaint	<input type="checkbox"/>	UNDETERMINED
3.861 MARTA LOPEZ-KENNEY 302 WILLOWBROOK DR PIKEVILLE, NC 27863	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Complaint	<input type="checkbox"/>	UNDETERMINED
3.862 MARTINEZ, MARYORET NOT AVAILABLE	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Litigation	<input type="checkbox"/>	UNDETERMINED
3.863 MARY ANN NEWMAN DANIELLE LORDI PETERKIN & ASSOCIATES 222 NW IRVING AVE. BEND, OR 97703	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Litigation	<input type="checkbox"/>	UNDETERMINED

Reverse Mortgage Solutions, Inc.

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Part 2: List All Creditors with NONPRIORITY Unsecured Claims

Creditor's Name, Mailing Address Including Zip Code	Date Claim Was Incurred And Account Number	C	U	D	Basis For Claim	Offset	Amount of Claim
Litigation							
3.864 MARY BRILL 1027 CEDAR ST PUEBLO, CO 81004	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Complaint	<input type="checkbox"/>	UNDETERMINED
3.865 MARY ELARDI 32 MANOR LN COPIAGUE, NY 11726	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Complaint	<input type="checkbox"/>	UNDETERMINED
3.866 MARY LOU NAVA, ET AL. RICHARD A.ROMAN 1018 BROWN STREET. STATE BAR NO.: 007 89595 EL PASO, TX 79902	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Litigation	<input type="checkbox"/>	UNDETERMINED
3.867 MARY PALADINO 4256 FIELD OAK RD MILLINGTON, TN 38053	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Complaint	<input type="checkbox"/>	UNDETERMINED
3.868 MARY PATTON 6494 SOUTH COUNTY ROAD 250 EAST PAOLI, IN 47454-9597	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Complaint	<input type="checkbox"/>	UNDETERMINED
3.869 MARY WHITEHORSE 845 E DRYSTONE AVE SANDY, UT 84094	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Complaint	<input type="checkbox"/>	UNDETERMINED
3.870 MEGAN TOWER HUMPHREY 10210 NW ENGLEMAN STREET PORTLAND, OR 97229	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Complaint	<input type="checkbox"/>	UNDETERMINED
3.871 MERRILYN MACK, ET AL. BRADLEY H BAINS STATE BAR # 01553980 MATTHEW J COOLBAUGH STATE BAR # 24100160 P. BOX 2776 COTTON BLEDSOE TIGHE & DAWSON MIDLAND, TX 79702	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Litigation	<input type="checkbox"/>	UNDETERMINED
3.872 MICHAEL & KATHERINE MOELLER 41406 120TH AVE CT E EATONVILLE, WA 98328	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Complaint	<input type="checkbox"/>	UNDETERMINED
3.873 MICHAEL AZEVEDO 3239 BOLLA CT PLEASANTON, CA 94566	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Complaint	<input type="checkbox"/>	UNDETERMINED

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Litigation							
3.874 MICHAEL BAZZI 7429 OAKMAN BLVD DEARBORN, MI 48126	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Complaint	<input type="checkbox"/>	UNDETERMINED
3.875 MICHAEL BAZZI 7429 OAKMAN BLVD DEARBORN, MI 48126	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Complaint	<input type="checkbox"/>	UNDETERMINED
3.876 MICHAEL COHEN 1430 MORIAH TRACE AUBURN, GA 30011	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Complaint	<input type="checkbox"/>	UNDETERMINED
3.877 MICHAEL DWAYNE DYKES ATTN: STEPHEN M. STAFFORD ATTORNEY AT LAW, L. L. C. POST OFFICE BOX 720 WALKER, LA 70785	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Litigation	<input type="checkbox"/>	UNDETERMINED
3.878 MICHAEL FEARSON, ET AL. CHRISTINE RUBINSTEIN 445 BROADHOLLOW ROAD, SUITE CL-10 MELVILLE, NY 11747	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Litigation	<input type="checkbox"/>	UNDETERMINED
3.879 MICHAEL SASSANO (RALPH REDA) 333 MAMARONECK AVE 383 RALPH REDA WHITE PLAINS, NY 10605	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Complaint	<input type="checkbox"/>	UNDETERMINED
3.880 MICHAEL TODD/RITA TODD 4004 PARADISE RD #3M SWAMPSCOTT, MA 01907	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Complaint	<input type="checkbox"/>	UNDETERMINED
3.881 MICHELE LUCAS 435 N 35TH AVE UNIT 529 GREELEY, CO 80631	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Complaint	<input type="checkbox"/>	UNDETERMINED
3.882 MICHELLE CHENG NOT AVAILABLE	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Complaint	<input type="checkbox"/>	UNDETERMINED
3.883 MIGUEL RIVAS 561 WEST 9TH STREET HAZLETON, PA 18201	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Complaint	<input type="checkbox"/>	UNDETERMINED
3.884 MIKALAH RENNELS 702 SHORT ST ROSSVILLE, GA 30741	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Complaint	<input type="checkbox"/>	UNDETERMINED

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Litigation							
3.885 MIKE D. CALVERY, ET AL. TOMMY D. CADLE, ESQUIRE CADLE ET FLOYD, P.A. 101 SOUTH MAIN STREET BOONEVILLE, MS 38829	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Litigation	<input type="checkbox"/>	UNDETERMINED
3.886 MILAGROS A. GRANT QUEENS LEGAL SEVICES STACY WOODS, ESQ. 89-00 SUTPHIN BLVD., FIFTH FLOOR JAMAICA, NY 11435	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Litigation	<input type="checkbox"/>	UNDETERMINED
3.887 MILDRED JACKSON 4105 OLD IRON CT APT 403 HOPEWELL, VA 23860	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Complaint	<input type="checkbox"/>	UNDETERMINED
3.888 MIMI MOODY 204 HANBURY AVE PORTSMOUTH, VA 23702	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Complaint	<input type="checkbox"/>	UNDETERMINED
3.889 MINDY WRIGHT 107 KING STREET SE VALDESE, NC 28690	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Complaint	<input type="checkbox"/>	UNDETERMINED
3.890 MINNIE SMITH DOLLY CARAPALLO CARABALLO & MANDELL, PLLC 261 MADISON AVENUE, 26TH FLOOR NEW YORK, NY 10016	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Litigation	<input type="checkbox"/>	UNDETERMINED
3.891 MIRANDA LAZARO 8738 NW 147TH LN HIALEAH, FL 33018	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Complaint	<input type="checkbox"/>	UNDETERMINED
3.892 MURIEL SWEARENGEN/LEGENDS NORTH OF BROAD 6644 GREEN MEADOWS LN MORROW, GA 30260	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Complaint	<input type="checkbox"/>	UNDETERMINED
3.893 MYRON SHARP/PALMETTO CONTRACTING SERVICES 21524 ALLENDALE RD WILDER, ID 83676	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Complaint	<input type="checkbox"/>	UNDETERMINED
3.894 NANCY KRUPAR 214 MAGYAR ST WELLINGTON, OH 44090	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Complaint	<input type="checkbox"/>	UNDETERMINED

Reverse Mortgage Solutions, Inc.

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Schedule E/F: Creditors Who Have Unsecured Claims

Part 2: List All Creditors with NONPRIORITY Unsecured Claims

Creditor's Name, Mailing Address Including Zip Code	Date Claim Was Incurred And Account Number	C	U	D	Basis For Claim	Offset	Amount of Claim
Litigation							
3.895 NAT'L MGMT AND PRESERVATION SVCS, LLC VICTOR A. DEUTCH, ESQ. DEUTCH & ASSOCIATES LLC KISLAK BLDG 1000 US HWY 9 N, STE 204 WOODBIDGE, NJ 07095	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Litigation	<input type="checkbox"/>	UNDETERMINED
3.896 NAT'L MGMT AND PRESERVATION SVCS, LLC VICTOR A. DEUTCH, ESQ. DEUTCH & ASSOCIATES, LLC 1000 U.S. HIGHWAY 9 NORTH, STE 204 WOODBIDGE, NJ 7095	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Litigation	<input type="checkbox"/>	UNDETERMINED
3.897 NEIL DEFRIESSE 326 HOMESTEAD AVE WATERBURY, CT 06705	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Complaint	<input type="checkbox"/>	UNDETERMINED
3.898 NEIL DEFRIESSE 326 HOMESTEAD AVENUE WATERBURY, CT 06705	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Complaint	<input type="checkbox"/>	UNDETERMINED
3.899 NIGEL SAUNDERS 433 E 49 ST BROOKLYN, NY 11203	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Complaint	<input type="checkbox"/>	UNDETERMINED
3.900 ODELL BLACKMON 20 S NORMAL ST YPSILANTI, MI 48197	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Complaint	<input type="checkbox"/>	UNDETERMINED
3.901 OLD ALABAMA, LLC, ET AL. GINO E MASSAFRA 1000 GALLERIA PARKWAY, N.W., SUITE 1000 ATLANTA, GA 30339	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Litigation	<input type="checkbox"/>	UNDETERMINED
3.902 OLD REPUBLIC NATIONAL LIFE INS. CO. CLARK L. CORNWELL, III 842 EAST 27TH STREET PATERSON, NJ 07513	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Litigation	<input type="checkbox"/>	UNDETERMINED
3.903 ONETA CASPER & WILLIAM CASPER CRAIGE JENKINS LIIPFERT WALKER 110 OAKWOOD DR STE 300 WINSTON SALEM, NC 27103	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Complaint	<input type="checkbox"/>	UNDETERMINED

Reverse Mortgage Solutions, Inc.

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Part 2: List All Creditors with NONPRIORITY Unsecured Claims

Creditor's Name, Mailing Address Including Zip Code	Date Claim Was Incurred And Account Number	C	U	D	Basis For Claim	Offset	Amount of Claim
Litigation							
3.904 ORLANDO ALVARADO BLOQUE 196 #26 CALLE 529 VILLA CAROLINA CAROLINA, PR 00985	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Complaint	<input type="checkbox"/>	UNDETERMINED
3.905 OSCAR LUEBBERT 1821 COUNRYVIEW DRIVE BURNSVILLE, MN 55337	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Complaint	<input type="checkbox"/>	UNDETERMINED
3.906 PAM WELTY 935 COUNTY RD 1300 EAST FAIRFIELD, IL 62837	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Complaint	<input type="checkbox"/>	UNDETERMINED
3.907 PAMELA (JEFFREY) CURREY 3304 N 81ST ST EN MILWAUKEE, WI 53222	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Complaint	<input type="checkbox"/>	UNDETERMINED
3.908 PAMELA DAVIS 7190 BUCKINGHAM AVENUE ALLEN PARK, MI 48101	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Complaint	<input type="checkbox"/>	UNDETERMINED
3.909 PAMELA H. HODGES JONATHAN R. ZIPRICK ZIPROCK & CRAMER, LLP 1233 BROOKSIDE AVE., STE A REDLAND, CA 92373-4402	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Litigation	<input type="checkbox"/>	UNDETERMINED
3.910 PAMELA OLSON 4347 N LA OSA WAY TUCSON, AZ 85705	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Complaint	<input type="checkbox"/>	UNDETERMINED
3.911 PATRICIA RECUPERO 37 ELMWAY STREET PROVIDENCE, RI 02906	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Complaint	<input type="checkbox"/>	UNDETERMINED
3.912 PATRICIA SPEIGHTS 5192 DEER LN MARIANNA, FL 32446	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Complaint	<input type="checkbox"/>	UNDETERMINED
3.913 PATRICIA WILSON, ET AL. BARBARA RICHARDSON, ESQ. 120 S. LASALLE STREET, STE 900 CHICAGO, IL 60602	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Litigation	<input type="checkbox"/>	UNDETERMINED
3.914 PATRICK KENNEDY 17320 RAINTREE RD LUTZ, FL 33558	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Complaint	<input type="checkbox"/>	UNDETERMINED

Reverse Mortgage Solutions, Inc.

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Schedule E/F: Creditors Who Have Unsecured Claims

Part 2: List All Creditors with NONPRIORITY Unsecured Claims

Creditor's Name, Mailing Address Including Zip Code	Date Claim Was Incurred And Account Number	C	U	D	Basis For Claim	Offset	Amount of Claim
Litigation							
3.915 PATRYCJA KONAN P.O. BOX 744 CLINTON, MA 01510	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Complaint	<input type="checkbox"/>	UNDETERMINED
3.916 PAUL CORAGGIO 15 HALSEY PL SPOTSWOOD, NJ 08884	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Complaint	<input type="checkbox"/>	UNDETERMINED
3.917 PAUL COYNE JR 7335 SE SHERMAN ST PORTLAND, OR 97215	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Complaint	<input type="checkbox"/>	UNDETERMINED
3.918 PAUL FLACKE 1243 E MILLS DR MILFORD, OH 45150	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Complaint	<input type="checkbox"/>	UNDETERMINED
3.919 PAUL GUZMAN-SANCHEZ, AS SUCCESSOR HARPREET SINGH JT LEGAL GROUP, APC 801 N. ERAND ELVD. STE. 1130 GLENDALE, CA 91203	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Litigation	<input type="checkbox"/>	UNDETERMINED
3.920 PAULA K. GOLDWYN, ET AL. PAULA K GOLDWYN, PRO SE 601 N. JULIETTE AVE. MANHATTEN, KS 66502	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Litigation	<input type="checkbox"/>	UNDETERMINED
3.921 PAULA THOMPSON P.O. BOX 12 CENTREVILLE, MS 39631	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Complaint	<input type="checkbox"/>	UNDETERMINED
3.922 PENNY BLEDSOE 103 LARIAT CIRCLE WIMBERLEY, TX 78676	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Complaint	<input type="checkbox"/>	UNDETERMINED
3.923 PERRY TURNER, ET AL. NOT AVAILABLE	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Litigation	<input type="checkbox"/>	UNDETERMINED
3.924 PETER CUMMINGS 1923 HARBOR ISLAND D FLEMING ISLAND, FL 32003	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Complaint	<input type="checkbox"/>	UNDETERMINED
3.925 PETER MENARD 681 TROUT LAKE RD BOLTON LANDING, NY 12814	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Complaint	<input type="checkbox"/>	UNDETERMINED

Reverse Mortgage Solutions, Inc.

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Schedule E/F: Creditors Who Have Unsecured Claims

Part 2: List All Creditors with NONPRIORITY Unsecured Claims

Creditor's Name, Mailing Address Including Zip Code	Date Claim Was Incurred And Account Number	C	U	D	Basis For Claim	Offset	Amount of Claim
Litigation							
3.926 PETER PAPJES 787 FAIRWOOD LANE CLEARWATER, FL 33759	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Complaint	<input type="checkbox"/>	UNDETERMINED
3.927 PETER WINKLER 265 4TH AVENUE WEST BABYLON, NY 11704	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Complaint	<input type="checkbox"/>	UNDETERMINED
3.928 PHAN NGUYEN BUI & NHAN, P.L.L.C. 3921 OCEE HOUSTON, TX 77063	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Litigation	<input type="checkbox"/>	UNDETERMINED
3.929 PHILIP DUES/ELIZABETH DUES 8824 GATEWOOD RD FAYETTEVILLE, WV 25840	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Complaint	<input type="checkbox"/>	UNDETERMINED
3.930 PHILIP MULLIN PO BOX 3962 HOLIDAY, FL 34692	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Complaint	<input type="checkbox"/>	UNDETERMINED
3.931 PHRONSLEE STEWART/GRETCHEN LEFFERSON 3514 ISLAND TRAIL DR WILLIAMSBURG, OH 45176	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Complaint	<input type="checkbox"/>	UNDETERMINED
3.932 PHYLLIS ANDRES-SMITH P.O. BOX 204 HARRISBURG, IL 62946	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Complaint	<input type="checkbox"/>	UNDETERMINED
3.933 PIERRE FONTILUS 1260 NE 214TH ST MIAMI, FL 33179	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Complaint	<input type="checkbox"/>	UNDETERMINED
3.934 PIOQUINTO MALDONADO JR NOT AVAILABLE	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Complaint	<input type="checkbox"/>	UNDETERMINED
3.935 PNC BANK, NATIONAL ASSOCIATION WILLIAM G. ASIMAKIS, JR. CLARK HILL PLC 500 WOODWARD AVENUE, SUITE 3500 DETROIT, MI 48226	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Litigation	<input type="checkbox"/>	UNDETERMINED

Reverse Mortgage Solutions, Inc.

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Schedule E/F: Creditors Who Have Unsecured Claims

Part 2: List All Creditors with NONPRIORITY Unsecured Claims

Creditor's Name, Mailing Address Including Zip Code	Date Claim Was Incurred And Account Number	C	U	D	Basis For Claim	Offset	Amount of Claim
Litigation							
3.936 PRO DEMOLITION INC. AND MICHAEL DOMAN NOT AVAILABLE	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Litigation	<input type="checkbox"/>	UNDETERMINED
3.937 PU PRESERVATION/RENOVATION, LLC, ET AL. ELIO C. MORGAN LAW OFFICE OF ELIO CC MORGAN 1000 LAFAYETTE BOULEVARD, 11'X' FLOOR BRIDGEPORT, CT 06604	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Litigation	<input type="checkbox"/>	UNDETERMINED
3.938 RAYMOND BLACK 1727 PARKHILL DR DAYTON, OH 45406	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Complaint	<input type="checkbox"/>	UNDETERMINED
3.939 REBECCA EVANS-THOMPSON PO BOX 544 SANTEE, SC 29142	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Complaint	<input type="checkbox"/>	UNDETERMINED
3.940 REBECCA FREDERICK 11196 SHANDON DR GREENWEL SPGS, LA 70739	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Complaint	<input type="checkbox"/>	UNDETERMINED
3.941 RENAE ALLEN 13415 GERALD STREE GIBRALTAR, MI 48173	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Complaint	<input type="checkbox"/>	UNDETERMINED
3.942 RENEE HURT MICHAEL DAVIDOV DAVIDOV LAW GROUP, PC 1981 MARCUS AVENUE, SUITE 231 NEW HYDE PARK, NY 11042	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Litigation	<input type="checkbox"/>	UNDETERMINED
3.943 RICHARD BOERIGTER 967 53RD ST PULLMAN, MI 49450	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Complaint	<input type="checkbox"/>	UNDETERMINED
3.944 RICHARD DEDRICK 603 MARK DR VERONA, WI 53593	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Complaint	<input type="checkbox"/>	UNDETERMINED
3.945 RICHARD GORGIO 49 WAGNER LANE COATESVILLE, PA 19320	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Complaint	<input type="checkbox"/>	UNDETERMINED

Reverse Mortgage Solutions, Inc.

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Schedule E/F: Creditors Who Have Unsecured Claims

Part 2: List All Creditors with NONPRIORITY Unsecured Claims

Creditor's Name, Mailing Address Including Zip Code	Date Claim Was Incurred And Account Number	C	U	D	Basis For Claim	Offset	Amount of Claim
Litigation							
3.946 RICHARD MARTIN 56 WILLIAMS STREET LAW OFFICE KEVIN G MCINTYRE NORTH EASTON, MA 02356	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Complaint	<input type="checkbox"/>	UNDETERMINED
3.947 RICHARD ST. PIERRE 115 BRENTWOOD ROAD EXETER, NH 03833	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Complaint	<input type="checkbox"/>	UNDETERMINED
3.948 RICHARD ST. PIERRE 115 BRENTWOOD RD EXETER, NH 03833	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Complaint	<input type="checkbox"/>	UNDETERMINED
3.949 ROBERT ELLIOTT 10530 SOUTH STATE STREET CHICAGO, IL 60629	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Complaint	<input type="checkbox"/>	UNDETERMINED
3.950 ROBERT FENG 122 MOHAVE TERRACE FREMONT, CA 94539	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Complaint	<input type="checkbox"/>	UNDETERMINED
3.951 ROBERT HODGES 24 CAMELLIA DRIVE COVINGTON, LA 70433	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Complaint	<input type="checkbox"/>	UNDETERMINED
3.952 ROBERT JACKSON 147 LAKE MERIAL SHORES DR PANAMA CITY, FL 32409	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Complaint	<input type="checkbox"/>	UNDETERMINED
3.953 ROBERT KICKLIGHTER 9302 ODYSSEY LAKE CIRCLE BRUNSWICK, GA 31525	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Complaint	<input type="checkbox"/>	UNDETERMINED
3.954 ROBERT KRAFT 30 LINCOLN STREET NEW ROCHELLE, NY 10801-4311	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Complaint	<input type="checkbox"/>	UNDETERMINED
3.955 ROBERT POAGE 1716 EAST EDGECOMB STREET COVINA, CA 91724	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Complaint	<input type="checkbox"/>	UNDETERMINED
3.956 ROBERT PUGH III NOT AVAILABLE	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Litigation	<input type="checkbox"/>	UNDETERMINED

Reverse Mortgage Solutions, Inc.

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Part 2: List All Creditors with NONPRIORITY Unsecured Claims

Creditor's Name, Mailing Address Including Zip Code	Date Claim Was Incurred And Account Number	C	U	D	Basis For Claim	Offset	Amount of Claim
Litigation							
3.957 ROBERT REYNOLDS 1826 MARTINIQUE DR LAKE HAVASU CITY, AZ 86406	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Complaint	<input type="checkbox"/>	UNDETERMINED
3.958 ROBERT UNSER ALYSSON SNOW (BAR NO. 225185) KATHLEEN BOX (RLSA BAR NO. 802675) LASSD, INC. 110 SOUTH EUCLID AVENUE SAN DIEGO, CA 92114	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Litigation	<input type="checkbox"/>	UNDETERMINED
3.959 ROBERT WALTERS, PLTF. KELLEY AUSTIN EARL CARL INST. FOR LEGAL & SOC. POLICY 3100 CLEBURNE STREET HOUSTON, TX 77004	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Litigation	<input type="checkbox"/>	UNDETERMINED
3.960 ROBERTA SMITH 123 SMITH MITCHELL RD HATTIESBURG, MS 39401	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Complaint	<input type="checkbox"/>	UNDETERMINED
3.961 ROBIN JASPER 501 2ND STREET WEST DES MOINES, IA 50265	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Complaint	<input type="checkbox"/>	UNDETERMINED
3.962 ROGELIO TIJERINA, JR. LAW OFFICES OF RICHARD J. W. NUNEZ, L.L.P.C. 144 E. PRICE ROAD BROWNSVILLE, TX 78521	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Litigation	<input type="checkbox"/>	UNDETERMINED
3.963 RON JONES/BRUCE JONES 2020 TOMMY LEE COOK ROAD PALMETTO, GA 30268	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Complaint	<input type="checkbox"/>	UNDETERMINED
3.964 ROSALYN (OMOYELE) LOWDEN 101 N BRAND BLVD PH1920 GLENDALE, CA 91203	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Complaint	<input type="checkbox"/>	UNDETERMINED
3.965 ROSEMARY FARLEY 10233 WEST NATIONAL ROAD NEW CARLISLE, OH 45344	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Complaint	<input type="checkbox"/>	UNDETERMINED
3.966 ROY DIXON 2001 PALM BEACH LKS BLVD 410 C/O K DRAKE OZMENT WEST PALM BEACH, FL 33409	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Complaint	<input type="checkbox"/>	UNDETERMINED

Reverse Mortgage Solutions, Inc.

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Creditor's Name, Mailing Address Including Zip Code	Date Claim Was Incurred And Account Number	C	U	D	Basis For Claim	Offset	Amount of Claim
Litigation							
3.967 RUBY COOK 1500 PINEHURST DRIVE #408 OPELIKA, AL 36601	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Complaint	<input type="checkbox"/>	UNDETERMINED
3.968 RYAN GARCIA 650 NORTHHILL CIRCLE NEW BRAUNFELS, TX 78130	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Complaint	<input type="checkbox"/>	UNDETERMINED
3.969 SALLIE WHITE/RITA WHITE P.O. BOX 676 TERRY, MS 39170-0676	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Complaint	<input type="checkbox"/>	UNDETERMINED
3.970 SAMMY LEON CURRY KATHY M. MULCAHY LEGAL AID OF NORTH WEST TEXAS 500 CHESTNUT, STE 901, BOX 3 ABILENE, TX 79602	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Litigation	<input type="checkbox"/>	UNDETERMINED
3.971 SARAH ANNA CRAGO, ET AL. GEORGE F. MAY HAROLD "HAP" MAY, P.C. 1500 SOUTH DAIRY ASHFORD RD. HOUSTON, TX 77077	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Litigation	<input type="checkbox"/>	UNDETERMINED
3.972 SEREATHA HOFER 1529 DANTON DRIVE ELBERTON, GA 30635-4667	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Complaint	<input type="checkbox"/>	UNDETERMINED
3.973 SERVICE MASTER CLEAN PROFESSIONAL RESTORATION AND RECOVERY SERVICES ATTN: EDWARD S. ZIZMOR, ESQ. 881 GERARD AVENUE, SUITE 200 BRONX, NY 10452	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Litigation	<input type="checkbox"/>	UNDETERMINED
3.974 SHAH SIDDIQUI 5504 DARK FOREST DR MC KINNEY, TX 75070	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Complaint	<input type="checkbox"/>	UNDETERMINED
3.975 SHANA SUTTON 1864 GREENBRIAR BRANCH DR MAIDENS, VA 23102	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Complaint	<input type="checkbox"/>	UNDETERMINED
3.976 SHANNON F. FOSTER MINTZ LAW FIRM, PLLC RUDOLPH I. MINTZ, III KINSTON, NC 28501	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Litigation	<input type="checkbox"/>	UNDETERMINED

Reverse Mortgage Solutions, Inc.

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Schedule E/F: Creditors Who Have Unsecured Claims

Part 2: List All Creditors with NONPRIORITY Unsecured Claims

Creditor's Name, Mailing Address Including Zip Code	Date Claim Was Incurred And Account Number	C	U	D	Basis For Claim	Offset	Amount of Claim
Litigation							
3.977 SHARON D. ROBERTSON MELVIN J. CALDWELL, JR. CALD WELL & WHITEHEAD, P.A. 109 CAMDEN STREET P.O. BOX 4520 SALISBURY, MD 21803-4520	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Litigation	<input type="checkbox"/>	UNDETERMINED
3.978 SHARON DENNIS PO BOX 854 TURNER, OR 97392	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Complaint	<input type="checkbox"/>	UNDETERMINED
3.979 SHARON OCEAN-CARTER 124 PERLMUTTER COURT CLAYTON, NC 27520-6192	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Complaint	<input type="checkbox"/>	UNDETERMINED
3.980 SHAWN EATON 12402 NEON AVE BLOOMFIELD, IA 52537	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Complaint	<input type="checkbox"/>	UNDETERMINED
3.981 SHAWN LIEBER 8086 JONSON DR REYNOLDSBURG, OH 43068	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Complaint	<input type="checkbox"/>	UNDETERMINED
3.982 SHELBY GARRETT 1627 R ST SE WASHINGTON, DC 20020	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Complaint	<input type="checkbox"/>	UNDETERMINED
3.983 SHELBY WHITE 301 N MAIN STE 1600 KLEND AUSTERMAN LLC WICHITA, KS 67202	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Complaint	<input type="checkbox"/>	UNDETERMINED
3.984 SHIRLEY A HARRIS, ET AL. A. EDWARD FAWWAL, ESQ. 312 NORTH 18TH STREET BESSEMER, AL 35020	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Litigation	<input type="checkbox"/>	UNDETERMINED
3.985 SORAYA JUARBE-DIAZ 18972 DUQUESNE DRIVE TAMPA, FL 33647	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Complaint	<input type="checkbox"/>	UNDETERMINED
3.986 SPENCER ENGLAND 7914 OAK RIDGE HIGHWAY KNOXVILLE, TN 37931	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Complaint	<input type="checkbox"/>	UNDETERMINED
3.987 SREERAM PREMKUMAR 6316 40TH AVE N CRYSTAL, MN 55427	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Complaint	<input type="checkbox"/>	UNDETERMINED

Reverse Mortgage Solutions, Inc.

Case Number: 19-10422

Schedule E/F: Creditors Who Have Unsecured Claims**Part 2: List All Creditors with NONPRIORITY Unsecured Claims**

Creditor's Name, Mailing Address Including Zip Code	Date Claim Was Incurred And Account Number	C	U	D	Basis For Claim	Offset	Amount of Claim
Litigation							
3.988 STEPHANIE BURNS/JOHN DUGGAN 29852 NORTH 121ST PEORIA, AZ 85304	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Complaint	<input type="checkbox"/>	UNDETERMINED
3.989 STEPHANIE QUARTO 4 JAMAICA AVE TOMS RIVER, NJ 08753	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Complaint	<input type="checkbox"/>	UNDETERMINED
3.990 STEVE CARACAPPA 7713 SETTER TRACE LANE CHARLOTTE, NC 28216	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Complaint	<input type="checkbox"/>	UNDETERMINED
3.991 STEVEN HONEYWELL PO BOX 548 PARK CITY, UT 84060	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Complaint	<input type="checkbox"/>	UNDETERMINED
3.992 STEVEN LAMB/PAULA LAMB 5520 TOWER ROAD SANTA FE, TX 77510	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Complaint	<input type="checkbox"/>	UNDETERMINED
3.993 STEVEN LOUPE 11403 SHARPCREST ST HOUSTON, TX 77072	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Complaint	<input type="checkbox"/>	UNDETERMINED
3.994 STEVEN MILLER 212 PARADISE LN KEYSER, WV 26726	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Complaint	<input type="checkbox"/>	UNDETERMINED
3.995 STUART DIAMOND 3675 NORTH COUNTRY CLUB DRIVE #18083 MIAMI, FL 33180-1708	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Complaint	<input type="checkbox"/>	UNDETERMINED
3.996 SUDHA THAKRAL 3021 35TH STREET OAK BROOKE, IL 60523	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Complaint	<input type="checkbox"/>	UNDETERMINED
3.997 SUSAN DEWITZ/ROBERT DEWITZ 1705 UHI PLACE HONOLULU, HI 96821	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Complaint	<input type="checkbox"/>	UNDETERMINED
3.998 SUSANNE VAAGE 6371 CHURCH STREET LOS ANGELES, CA 90042	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Complaint	<input type="checkbox"/>	UNDETERMINED

Reverse Mortgage Solutions, Inc.

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Schedule E/F: Creditors Who Have Unsecured Claims

Part 2: List All Creditors with NONPRIORITY Unsecured Claims

Creditor's Name, Mailing Address Including Zip Code	Date Claim Was Incurred And Account Number	C	U	D	Basis For Claim	Offset	Amount of Claim
Litigation							
3.999 TAHMINA REHMAN 45 EXCHANGE BLVD SUITE 929 HASHMI LAW FIRM ROCHESTER, NY 14614	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Complaint	<input type="checkbox"/>	UNDETERMINED
3.1000 TAMMIE HEDRICK 1358 RIVER RD WALTON, WV 25286	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Complaint	<input type="checkbox"/>	UNDETERMINED
3.1001 TANYA GRANGER NOT AVAILABLE	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Complaint	<input type="checkbox"/>	UNDETERMINED
3.1002 TEKLE GEBRE PO BOX 28885 SEATTLE, WA 98118	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Complaint	<input type="checkbox"/>	UNDETERMINED
3.1003 TERESA LAVIS GARY M. SMITH MOUNTAIN STATE JUSTICE, INC. 1031 QUARRIER STREET, SUITE 200 CHARLESTON, WV 23501	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Litigation	<input type="checkbox"/>	UNDETERMINED
3.1004 TERESA OCHOA PO BOX 50487 FORT MYERS, FL 33994	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Complaint	<input type="checkbox"/>	UNDETERMINED
3.1005 TERRY BRUSHETT PO BOX 205 SHASTA, CA 96087	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Complaint	<input type="checkbox"/>	UNDETERMINED
3.1006 THAKAR BASATI 130 S JEFFERSON ST STE 350 SHIMANOVSKY & MOSCARDINI LLP CHICAGO, IL 60661	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Complaint	<input type="checkbox"/>	UNDETERMINED
3.1007 THERESA NICHOLS 7366 ATLEE ROAD WARRENTON, VA 20187	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Complaint	<input type="checkbox"/>	UNDETERMINED
3.1008 THERESSA WINGARD 6352 WOODSTOCK DR JACKSON, MS 39206	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Complaint	<input type="checkbox"/>	UNDETERMINED
3.1009 THOMAS & BERNICE STARLING 13673 JOAN DALE RD JACKSONVILLE, FL 32220	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Complaint	<input type="checkbox"/>	UNDETERMINED

Reverse Mortgage Solutions, Inc.

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Schedule E/F: Creditors Who Have Unsecured Claims

Part 2: List All Creditors with NONPRIORITY Unsecured Claims

Creditor's Name, Mailing Address Including Zip Code	Date Claim Was Incurred And Account Number	C	U	D	Basis For Claim	Offset	Amount of Claim
Litigation							
3.1010 THOMAS MARION 6350 HARDIN RD BENSALEM, PA 19020	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Complaint	<input type="checkbox"/>	UNDETERMINED
3.1011 THOMAS MILO PO BOX 2118 ALLBRIGHTS, PA 18210	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Complaint	<input type="checkbox"/>	UNDETERMINED
3.1012 TINA LARSON 7100 EMERALD ST CHOWCHILLA, CA 93610	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Complaint	<input type="checkbox"/>	UNDETERMINED
3.1013 TODD & ROXANNE MOSTER 15721 MORRISON ST ENCINO, CA 91436	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Complaint	<input type="checkbox"/>	UNDETERMINED
3.1014 TONIA SANTOS (HANSON) 142 DRESEHER TRATT RD OROVRL, CA 95966	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Complaint	<input type="checkbox"/>	UNDETERMINED
3.1015 TONIA SANTOS (HANSON) 142 DRESEHER TRATT RD OROVRL, CA 95966	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Complaint	<input type="checkbox"/>	UNDETERMINED
3.1016 TONYA LEVINE & TROY SMITH 5601 TOWNSHIP RD 55 BELLEFONTAINE, OH 43311	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Complaint	<input type="checkbox"/>	UNDETERMINED
3.1017 TONYA LEVINE/ MICHAEL BATTON (TP) 5601 TOWNSHIP RD 55 BELLEFONTAINE, OH 43311	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Complaint	<input type="checkbox"/>	UNDETERMINED
3.1018 TONYA MUHAMMAD 501 W BROADWAY STE 800 SAN DIEGO, CA 92101	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Complaint	<input type="checkbox"/>	UNDETERMINED
3.1019 TONYA WILLIAMS/FREDERICK WILLIAMS 3681 CLAREDON DRIVE LEXINGTON, KY 40517	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Complaint	<input type="checkbox"/>	UNDETERMINED
3.1020 TOYA WEAVER PO BOX 330716 MIAMI, FL 33233	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Complaint	<input type="checkbox"/>	UNDETERMINED

Reverse Mortgage Solutions, Inc.

Case Number: 19-10422

Schedule E/F: Creditors Who Have Unsecured Claims

Part 2: List All Creditors with NONPRIORITY Unsecured Claims

Creditor's Name, Mailing Address Including Zip Code	Date Claim Was Incurred And Account Number	C	U	D	Basis For Claim	Offset	Amount of Claim
Litigation							
3.1021 TRACY WHITE 101 WEST MONSON AVENUE DOVER, NJ 07801	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Complaint	<input type="checkbox"/>	UNDETERMINED
3.1022 TRAVIS SMITH/CLEMIS FRANKS P.O. BOX 402 LAFAYETTE, AL 36862	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Complaint	<input type="checkbox"/>	UNDETERMINED
3.1023 TRICIA HARMON 1145 PINK GOSS RD WOODSTOCK, GA 30188	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Complaint	<input type="checkbox"/>	UNDETERMINED
3.1024 TROY ALLEN 123 HOLIDAY DR HAMPSTEAD, NC 28443	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Complaint	<input type="checkbox"/>	UNDETERMINED
3.1025 TROY JEFFERSON NOT AVAILABLE	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Litigation	<input type="checkbox"/>	UNDETERMINED
3.1026 TYLER FORBES 14063 OAK CHAPEL AVE GRAND HAVEN, MI 49417	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Complaint	<input type="checkbox"/>	UNDETERMINED
3.1027 TYLER SAWYER 130 RAYMONS CREEK RD SHILOH, NC 27974	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Complaint	<input type="checkbox"/>	UNDETERMINED
3.1028 VALERIE DITTMAN 4113 FAIRVIEW VIS PT 307 ORLANDO, FL 32804	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Complaint	<input type="checkbox"/>	UNDETERMINED
3.1029 VERONICA ELIE/WILLIAM CHAPPEL PO BOX 1305 JONESBORO, GA 30237	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Complaint	<input type="checkbox"/>	UNDETERMINED
3.1030 VICKI DOTY 25 NORTH PORTAGE ST STEPHEN P ZANGHI ESQ WESTFIELD, NY 14787	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Complaint	<input type="checkbox"/>	UNDETERMINED
3.1031 VINCENT MILLIGAN 215 APOLLO DR BETHLEHEM, PA 18017	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Complaint	<input type="checkbox"/>	UNDETERMINED

Reverse Mortgage Solutions, Inc.

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Schedule E/F: Creditors Who Have Unsecured Claims

Part 2: List All Creditors with NONPRIORITY Unsecured Claims

Creditor's Name, Mailing Address Including Zip Code	Date Claim Was Incurred And Account Number	C	U	D	Basis For Claim	Offset	Amount of Claim
Litigation							
3.1032 WALTER GANTT 2724 LEE BESS ROAD CHERRYVILLE, NC 28201	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Complaint	<input type="checkbox"/>	UNDETERMINED
3.1033 WEBSTER PELL AND LIANA PELL EDWARD T. BRADING 208 SUNSET DRIVE, SUITE 409 JOHNSON CITY, TN 37604	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Litigation	<input type="checkbox"/>	UNDETERMINED
3.1034 WILLENE DAVIS 1329 COUNTY ROAD 3141 EAST CLEVELAND, TX 77327	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Complaint	<input type="checkbox"/>	UNDETERMINED
3.1035 WILLIAM ALLEN COPP NOT AVAILABLE	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Litigation	<input type="checkbox"/>	UNDETERMINED
3.1036 WILLIAM BACHO/KATHARINE BACHO 2857 POLAND VILLAGE BOULEVARD YOUNGSTOWN, OH 44514-2466	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Complaint	<input type="checkbox"/>	UNDETERMINED
3.1037 WILLIAM BIRDYSHAW AND CAROL BIRDYSHAW BRIAN MCCLOUD 201 BEACON PARKWAY WEST, SUITE 400 BIRMINGHAM, AL 35209	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Litigation	<input type="checkbox"/>	UNDETERMINED
3.1038 WILLIAM BIRDYSHAW AND CAROL BIRDYSHAW KRISTEN S. CROSS, ESQ. 2320 HIGHAND AVE S STE 175 BIRMINGHAM, AL 35205	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Litigation	<input type="checkbox"/>	UNDETERMINED
3.1039 WILLIAM CAPLEY 4904 SANDCASTLE CIR SAINT AUGUSTINE, FL 32084	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Complaint	<input type="checkbox"/>	UNDETERMINED
3.1040 WILLIAM LYNCH 100 NORTH 2ND AVENUE HARTFORD, AL 36344	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Complaint	<input type="checkbox"/>	UNDETERMINED
3.1041 WILLIAM TALBOT/CAROL TALBOT 58 CRANBERRY MEADOW ROAD SPENCER, MA 01562-3000	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Complaint	<input type="checkbox"/>	UNDETERMINED

Reverse Mortgage Solutions, Inc.

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Schedule E/F: Creditors Who Have Unsecured Claims

Part 2: List All Creditors with NONPRIORITY Unsecured Claims

Creditor's Name, Mailing Address Including Zip Code	Date Claim Was Incurred And Account Number	C	U	D	Basis For Claim	Offset	Amount of Claim
Litigation							
3.1042 WILMA MCKINNON SCHUYLER ELLIOTT 2024 BEAVER RUIN ROAD NORCROSS, GA 30071	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Litigation	<input type="checkbox"/>	UNDETERMINED
3.1043 WILSON ANDRADE 10 POST OFFICE SQUARE STE 800 CULIK LAW BOSTON, MA 02109	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Complaint	<input type="checkbox"/>	UNDETERMINED
3.1044 WINNIE FAYE WEST ALMA GONZALEZ 1711 AVE. J LUBBOCK, TX 79401	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Litigation	<input type="checkbox"/>	UNDETERMINED
3.1045 YOLANDA PRUITT 1271 LAWRENCE BETHAL NEWTON, MS 39345	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Complaint	<input type="checkbox"/>	UNDETERMINED
3.1046 YOUNG, LATEASA NOT AVAILABLE	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Litigation	<input type="checkbox"/>	UNDETERMINED
3.1047 ZOFIA CHOCZYNSKI 5000 CARRIAGEWAY DR APT 211 ROLLING MEADOWS, IL 60008	UNKNOWN ACCOUNT NO.: NOT AVAILABLE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Complaint	<input type="checkbox"/>	UNDETERMINED

Litigation Total: 0

Reverse Mortgage Solutions, Inc.

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Schedule E/F: Creditors Who Have Unsecured Claims

Part 2: List All Creditors with NONPRIORITY Unsecured Claims

Total: All Creditors with NONPRIORITY Unsecured Claims

\$89,504,952

Reverse Mortgage Solutions, Inc.

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Schedule E/F: Creditors Who Have Unsecured Claims

Part 4: Total Amounts of the Priority and Nonpriority Unsecured Claims

5. Add the amounts of priority and nonpriority unsecured claims.

Total of claim amounts

5a. Total claims from Part 1	5a.	\$0
5b. Total claims from Part 2	5b. +	\$89,504,952
5c. Total of Parts 1 and 2	5c.	\$89,504,952

Lines 5a + 5b = 5c.

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Schedule G: Executory Contracts and Unexpired Leases

1. Does the debtor have any executory contracts or unexpired leases?

- ☐ No. Check this box and file this form with the court with the debtor's other schedules. There is nothing else to report on this form.
- ☒ Yes. Fill in all of the information below even if the contracts or leases are listed on Schedule A/B: Assets - Real and Personal Property (Official Form 206A/B).

2. List all contracts and unexpired leases

Nature of the Debtor's Interest	Expiration Date	Contract ID	Co-Debtor	Name	Address
2. 1 GENERAL AGREEMENT DATED 2/1/2017		ERN-79	<input type="checkbox"/>	AMERICAN BANKERS INSURANCE COMPANY OF FLORIDA	ATTN GLOBAL SPECIALTY, PRESIDENT 11222 QUAIL ROOST DR MIAMI, FL 33157
2. 2 MSA DATED 2/4/2019		ERN-74	<input type="checkbox"/>	AMERICAN BANKERS INSURANCE COMPANY OF FLORIDA	ATTN GLOBAL SPECIALTY, PRESIDENT 11222 QUAIL ROOST DR MIAMI, FL 33157
2. 3 MSA DATED 11/13/2017		ERN-221	<input type="checkbox"/>	BLOOMBERG FINANCE LP	731 LEXINGTON AVENUE NEW YORK, NY 10022
2. 4 LICENSE AGREEMENT DATED 10/27/2014		ERN-583930	<input type="checkbox"/>	BROADBANDONE, INC.	ATTN: GENERAL COUNSEL 3500 NW BOCA RATON BLVD BOCA RATON, FL 33431
2. 5 MAINTENANCE RENEWAL DATED 2/4/2019		ERN-247	<input type="checkbox"/>	CAMEO SOLUTIONS, INC	D/B/A CAMEO GLOBAL ATTN JOY FORBECK, SERVICES RENEWAL MGR 9078 UNION CENTRE, UNIT 200 WEST CHESTER, OH 45069
2. 6 MSA DATED 2/6/2015		ERN-584023	<input type="checkbox"/>	CHARLES A. BROWN AND ASSOCIATES PLLC D/B/A DOCSOLUTION, INC.	ATTN: LORI A. LOWE 2316 SOUTHMORE PASADENA, TX 77502
2. 7 PROFESSIONAL SERVICES AGREEMENT FOR RMS O365 MIGRATION DATED 2/4/2019.		ERN-420	<input type="checkbox"/>	CONQUEST TECHNOLOGY SERVICES CORPORATION	NOT AVAILABLE

Reverse Mortgage Solutions, Inc.

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Schedule G: Executory Contracts and Unexpired Leases

Nature of the Debtor's Interest	Expiration Date	Contract ID	Co-Debtor	Name	Address
2. 8 MSA DATED 2/4/2019		ERN-445	<input type="checkbox"/>	CORELOGIC FLOOD SERVICES LLC	ATTN VICKI CHENAULT 11902 BURNET RD AUSTINE, TX 78752
2. 9 MSA DATED 7/17/2015		ERN-584145	<input type="checkbox"/>	CORELOGIC FLOOD SERVICES, LLC	ATTN: VICKI CHENAULT 11902 BURNET ROAD AUSTIN, TX 78758
2. 10 MSA DATED 11/14/2017		ERN-523	<input type="checkbox"/>	DATA FOUNDRY, INC.	1044 LIBERTY PARK DRIVE AUSTIN, TX 78746-6943
2. 11 MSA DATED 5/17/2017		ERN-584222	<input type="checkbox"/>	DGG RE INVESTMENTS LLC DBA GUARDIAN ASSET MANAGEMENT	ATTN: DAN LEADER 2021 HARTEL STREET LEVITTOWN, PA 19057
2. 12 MSA DATED 10/31/2014		ERN-584255	<input type="checkbox"/>	DOCSOLUTIONS, INC. (BY BROWN & ASSOCIATES)	ATTN: GENERAL COUNSEL 10592A FUQUA SUITE 426 HOUSTON, TX 77089
2. 13 MSA DATED 10/28/2014		ERN-585200	<input type="checkbox"/>	FIRST AMERICAN CORPORATION, THE	ATTN: SPECIAL COUNSEL 1 FIRST AMERICAN WAY SANTA ANA, CA 92707
2. 14 MSA DATED 6/1/2016		ERN-584413	<input type="checkbox"/>	GREGG & VALBY, LLP	ATTN: SCOTT R. VALBY 1700 WEST LOOP SOUTH SUITE 200 HOUSTON, TX 77027
2. 15 MSA DATED 11/25/2014		ERN-584496	<input type="checkbox"/>	INNOVATIVE TAX SOLUTIONS, LLC	ATTN: NIEL SHANK, PRESIDENT 1402 KLOWA DRIVE ARLINGTON, TX 76012
2. 16 MSA DATED 3/29/2017		ERN-584512	<input type="checkbox"/>	INTERKLEEN, INC.	ATTN: GENERAL COUNSEL 1599 SW 30TH AVENUE SUITE 04 BOYNTON BEACH, FL 33426
2. 17 MSA DATED 2/4/2019		ERN-912	<input type="checkbox"/>	LEBERTA, LLC	ATTN JOHN WALSH, CEO 1123 PARK VIEW DRIVE COVINA, CA 91748

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Schedule G: Executory Contracts and Unexpired Leases

Nature of the Debtor's Interest	Expiration Date	Contract ID	Co-Debtor	Name	Address
2. 18 MSA DATED 1/1/2019		ERN-914	<input type="checkbox"/>	LERETA LLC	ATTN CEO 123 PARK VIEW DR COVINA, CA 91748
2. 19 MSA DATED 4/12/2016		ERN-584660	<input type="checkbox"/>	LRES CORPORATION	ATTN: GENERAL COUNSEL 765 THE CITY DRIVE SOUTH SUITE 300 ORANGE , CA 92868
2. 20 MSA DATED 3/27/2017		ERN-584674	<input type="checkbox"/>	MANNA DISTRIBUTORS, INC.	ATTN: GENERAL COUNSEL 8707 WESTPARK DRIVE HOUSTON, TX 77063
2. 21 MSA DATED 6/1/2016		ERN-584717	<input type="checkbox"/>	NATIONAL CREDITORS CONNECTION, INC.	ATTN: ALLEN JAY LOEB - VICE PRESIDENT 14 ORCHARD ROAD LAKE FOREST , CA 92630
2. 22 MSA DATED 9/29/2017		ERN-1035	<input type="checkbox"/>	NATIONAL FIELD REPRESENTATIVES, INC.	136 MAPLE AVENUE CLAREMONT, NH 3743
2. 23 MSA DATED 10/9/2014		ERN-584762	<input type="checkbox"/>	NEWCOURSE COMMUNICATIONS, INC.	ATTN: JAMES L. CONDE, PRESIDENT & CEO 5010 LINBAR DRIVE SUITE 100 NASHVILLE, TN 37211
2. 24 MSA DATED 11/7/2014		ERN-584823	<input type="checkbox"/>	PAETEC COMMUNICATIONS, INC.	ATTN: GENERAL COUNSEL ONE PAETEC PLAZA 600 WILLOWBROOK OFFICE PARK FAIRPORT, NY 14450
2. 25 MSA DATED 10/10/2014		ERN-584845	<input type="checkbox"/>	PENSION BENEFIT INFORMATION, INC.	ATTN: GENERAL COUNSEL 711 GRAND AVE SUITE 210 SAN RAFAEL, CA 94901
2. 26 EQUIPMENT USE AGREEMENT DATED 10/30/2013 FOR MACHINE LOCATED AT 14405 WALTERS ROAD, HOUSTON, TX.		ERN-1157	<input type="checkbox"/>	PITNEY BOWES GLOBAL FINANCIAL SERVICES LLC	NOT AVAILABLE

Reverse Mortgage Solutions, Inc.

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Schedule G: Executory Contracts and Unexpired Leases

Nature of the Debtor's Interest	Expiration Date	Contract ID	Co-Debtor	Name	Address
2. 27 EQUIPMENT USE AGREEMENT DATED 10/30/2013 FOR MACHINE LOCATED AT 5222 CYRPRESS CREEK PARKWAY, HOUSTON, TX.		ERN-1158	<input type="checkbox"/>	PITNEY BOWES GLOBAL FINANCIAL SERVICES LLC	NOT AVAILABLE
2. 28 MSA DATED 6/21/2017		ERN-584876	<input type="checkbox"/>	PRIME LEGAL STAFF CORPORATION	ATTN: PRESIDENT 1700 BAYBERRY COURT SUITE 301 RICHMOND, VA 23226
2. 29 MSA DATED 7/20/2015		ERN-584908	<input type="checkbox"/>	R2 UNIFIED TECHNOLOGIES, LLC	ATTN: CRISTINA TAYLOR 980 N. FEDERAL HIGHWAY SUITE 410 BOCA RATON, FL 33432
2. 30 MSA DATED 10/9/2009		ERN-584952	<input type="checkbox"/>	RES.NET CORPORATION	C/O U.S. REAL ESTATE SERVICES, INC. ATTN: BILL COLBY, VP 25520 COMMERCE DRIVE 2ND FLOOR LAKE FOREST, CA 92630
2. 31 MSA DATED 10/9/2009		ERN-584956	<input type="checkbox"/>	RES.NET CORPORATION	ATTN: GENERAL COUNSEL 25520 COMMERCE DRIVE SUITE 150 LAKE FOREST, CA 92630
2. 32 MSA DATED 6/11/2015		ERN-585086	<input type="checkbox"/>	SOUTHWEST BUSINESS CORPORATION	ATTN: GENERAL COUNSEL 9311 SAN PEDRO AVE SUITE 600 SAN ANTONIO, TX 78216
2. 33 MSA DATED 9/30/2014		ERN-585085	<input type="checkbox"/>	SOUTHWEST BUSINESS CORPORATION	ATTN: BILL PEGEL 9311 SAN PEDRO SUITE 600 SAN ANTONIO, TX 78216
2. 34 LICENSE AGREEMENT DATED 8/18/2017		ERN-585143	<input type="checkbox"/>	TATA AMERICA INTERNATIONAL CORPORATION	ATTN: LEGAL DEPARTMENT 101 PARK AVENUE FLOOR 26 NEW YORK, NY 10178

Reverse Mortgage Solutions, Inc.

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Schedule G: Executory Contracts and Unexpired Leases

Nature of the Debtor's Interest	Expiration Date	Contract ID	Co-Debtor	Name	Address
2. 35 MAINTENANCE RENEWAL DATED 8/18/2017		ERN-585142	<input type="checkbox"/>	TATA AMERICA INTERNATIONAL CORPORATION	ATTN: LEGAL DEPARTMENT 101 PARK AVENUE FLOOR 26 NEW YORK, NY 10178
2. 36 MSA DATED 41968		ERN-1225	<input type="checkbox"/>	UNIFIED TAX RESOURCES LLC	ATTN SPECIAL COUNSEL 16000 BARKERS POINT LANE SUITE 201 HOUSTON, TX 77079
2. 37 MSA DATED 10/11/2018		ERN-1573	<input type="checkbox"/>	UNITED PARCEL SERVICE INC	ATTN KIMBERLY WYLIE, ISR 5315 SUMMIT PKWY SAN ANTONIO, TX 78228
2. 38 MSA DATED 11/8/2018		ERN-1574	<input type="checkbox"/>	UNITED STATES POSTAL SERVICE, THE	ATTN DENNIS NICOSKI, SVP SALES & CUSTOMER RELATIONS 475 L'ENFANT PLAZA SW WASHINGTON, DC 20260
2. 39 MSA DATED 9/6/2015		ERN-585272	<input type="checkbox"/>	VELOCIFY, INC.	ATTN: PRESIDENT AND CHIEF EXECUTIVE OFFICER 222 N. SEPULVEDA BLVD. SUITE 1800 EL SEGUNDO, CA 90245
2. 40 MSA DATED 8/14/2015		ERN-585277	<input type="checkbox"/>	VENDOR CONNECT, LLC	ATTN: STEVE MELMET 1920 MAIN STREET SUITE 760 IRVINE, CA 92614
2. 41 MSA DATED 12/24/2018		ERN-1086	<input type="checkbox"/>	VOICE PRINT INTERNATIONAL INC	160 CAMINO RUIZ CAMARILLO, CA 93012

Reverse Mortgage Solutions, Inc.

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Schedule G: Executory Contracts and Unexpired Leases

Nature of the Debtor's Interest	Expiration Date	Contract ID	Co-Debtor	Name	Address
<u>Attorney Agreements</u>					
2. 42 ATTORNEY AGREEMENT DATED 4/23/2018		AA-10146	<input type="checkbox"/>	ALBA LAW GROUP, THE	1350 MCCORMICK ROAD EP III SUITE 200 HUNT VALLEY, MD 21031
2. 43 ATTORNEY AGREEMENT DATED 1/4/2017		AA-10117	<input type="checkbox"/>	ALDRIDGE PITE, LLP	3575 PIEDMONT ROAD N.E. SUITE 500 ATLANTA, GA 30305
2. 44 ATTORNEY AGREEMENT DATED 1/23/2017		AA-10118	<input type="checkbox"/>	BELL CARRINGTON	508 HAMPTON STREET COLUMBIA, SC 29201
2. 45 ATTORNEY AGREEMENT DATED 5/25/2017		AA-10119	<input type="checkbox"/>	BROCK & SCOTT, PLLC	1315 WESTBROOK PLAZA DRIVE SUITE 100 WINSTON-SALEM, NC 27103
2. 46 ATTORNEY AGREEMENT DATED 12/15/2016		AA-10120	<input type="checkbox"/>	BWW LAW GROUP	6003 EXECUTIVE BLVD. SUITE 101 ROCKVILLE, MD 20852
2. 47 ATTORNEY AGREEMENT DATED 3/1/2017		AA-10121	<input type="checkbox"/>	CHOICE LEGAL GROUP, P.A.	1901 WEST CYPRESS CREED ROAD SUITE 201 FT. LAUDERDALE, FL 33309
2. 48 ATTORNEY AGREEMENT DATED 12/23/2016		AA-10122	<input type="checkbox"/>	CODILIS AND ASSOCIATES - IL	15W030 NORTH FRONTAGE ROAD BURR RIDGE, IL 60527
2. 49 ATTORNEY AGREEMENT DATED 10/7/2016		AA-10123	<input type="checkbox"/>	CODILIS, MOODY & CIRCELLI, P.C.	650 NORTH SAM HOUSTON PKWY EAST SUITE 450 HOUSTON, TX 77060
2. 50 ATTORNEY AGREEMENT DATED 7/2/2018		AA-10124	<input type="checkbox"/>	GALLOWAY, JOHNSON, TOMKINS, BURR & SMITH APLC	1301 MCKINNEY STREET SUITE 1400 HOUSTON, TX 77010
2. 51 ATTORNEY AGREEMENT DATED 9/26/2016		AA-10125	<input type="checkbox"/>	GLS LEGAL SERVICES	1216 LUCHETTI STREET SAN JUAN, PR 00907

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Schedule G: Executory Contracts and Unexpired Leases

Nature of the Debtor's Interest	Expiration Date	Contract ID	Co-Debtor	Name	Address
2. 52 ATTORNEY AGREEMENT DATED 9/23/2016		AA-10126	<input type="checkbox"/>	GROSS POLOWY	1775 WEHRLE DRIVE SUITE 100 WILLIAMSVILLE, NY 14221
2. 53 ATTORNEY AGREEMENT DATED 3/1/2017		AA-10127	<input type="checkbox"/>	HALLIDAY & WATKINS	376 EAST 400 SOUTH SUITE 300 SALT LAKE CITY, UT 84111
2. 54 ATTORNEY AGREEMENT DATED 7/31/2017		AA-10128	<input type="checkbox"/>	HERSCHEL C. ADCOCK	13541 TIGERBEND ROAD BATON ROUGE, LA 70817
2. 55 ATTORNEY AGREEMENT DATED 12/20/2016		AA-10129	<input type="checkbox"/>	JACKSON & MCPHERSON, LLC	1010 COMMON STREET SUITE 1800 NEW ORLEANS, LA 70112
2. 56 ATTORNEY AGREEMENT DATED 9/15/2016		AA-10130	<input type="checkbox"/>	KML LAW GROUP, P.C.	701 MARKET STREET SUITE 500 PHILADELPHIA, PA 19106
2. 57 ATTORNEY AGREEMENT DATED 6/28/2017		AA-10131	<input type="checkbox"/>	MACKIE WOLF ZIENTZ & MANN PC	14160 N. DALLAS PARKWAY SUITE 900 DALLAS, TX 75254
2. 58 ATTORNEY AGREEMENT DATED 1/27/2017		AA-10132	<input type="checkbox"/>	MALCOLM & CISNEROS, A LAW CORPORATION	2112 BUSINESS CENTER DRIVE IRVINE, CA 92612
2. 59 ATTORNEY AGREEMENT DATED 12/19/2016		AA-10133	<input type="checkbox"/>	MANLEY DEAS & KOCHALSKI LLC	1555 LAKE SHORE DRIVE COLUMBUS, OH 43204
2. 60 ATTORNEY AGREEMENT DATED 2/3/2017		AA-10134	<input type="checkbox"/>	MARTIN, LEIGH, LAWS & FRITZLEN, P.C.	1044 MAIN STREET SUITE 900 KANSAS CITY, MO 64105
2. 61 ATTORNEY AGREEMENT DATED 2/15/2017		AA-10135	<input type="checkbox"/>	MCCALLA RAYMER PIERCE LIEBERT, LLC	1544 OLD ALABAMA ROAD ROSWELL, GA 30076
2. 62 ATTORNEY AGREEMENT DATED 9/11/2017		AA-10136	<input type="checkbox"/>	MCCARTHY & HOLTHUS, LLP	1770 4TH AVENUE SAN DIEGO, CA 92101

Reverse Mortgage Solutions, Inc.

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Schedule G: Executory Contracts and Unexpired Leases

Nature of the Debtor's Interest	Expiration Date	Contract ID	Co-Debtor	Name	Address
2. 63 ATTORNEY AGREEMENT DATED 6/4/2018		AA-10147	<input type="checkbox"/>	MORTGAGE LAW FIRM, THE	27455 TIERRA ALTA WAY SUITE B TEMECULA, CA 92590
2. 64 POWER OF ATTORNEY DATED 12/15/2015		ERN-584828	<input type="checkbox"/>	PARTRIDGE SNOW & HAHN LLP	ATTN: PATRICIA ANTONELLI, ESQ., JAMES H. HAHN, ESQ., DAVID J. PELLEGRINO, ESQ., DAVID M. GILDEN, ESQ. 40 WESTMINSTER STREET SUITE 1100 PROVIDENCE, RI 02903
2. 65 ATTORNEY AGREEMENT DATED 1/12/2017		AA-10137	<input type="checkbox"/>	RAS BORISKIN	900 MERCHANTS CONCOURSE SUITE 106 WESTBURY, NY 11590
2. 66 ATTORNEY AGREEMENT DATED 1/12/2017		AA-10138	<input type="checkbox"/>	RAS CITRON	130 CLINTON ROAD SUITE 202 FAIRFIELD, NJ 07004
2. 67 ATTORNEY AGREEMENT DATED 2/12/2017		AA-10139	<input type="checkbox"/>	RAS CRANE	10700 ABBOTT'S BRIDGE ROAD SUITE 170 DULUTH, GA 30097
2. 68 ATTORNEY AGREEMENT DATED 4/25/2017		AA-10140	<input type="checkbox"/>	REISENFELD & ASSOCIATES LPA, LLC	3962 RED BANK ROAD CINCINNATI, OH 45227
2. 69 ATTORNEY AGREEMENT DATED 1/12/2017		AA-10141	<input type="checkbox"/>	ROBERTSON, ANSCHUTZ & SCHNEID, P.L.	6409 CONGRESS AVENUE SUITE 100 BOCA RATON, FL 33487
2. 70 ATTORNEY AGREEMENT DATED 5/25/2017		AA-10142	<input type="checkbox"/>	ROGERS TOWNSEND & THOMAS PC	100 EXECUTIVE CENTER DRIVE SUITE 210 COLUMBIA, SC 29210
2. 71 ATTORNEY AGREEMENT DATED 9/15/2016		AA-10143	<input type="checkbox"/>	RUBIN LUBLIN, LLC	3145 AVALON RIDGE PLACE SUITE 100 PEACHTREE CORNERS, GA 30071
2. 72 ATTORNEY AGREEMENT DATED 9/14/2017		AA-10144	<input type="checkbox"/>	SIROTE & PERMUTT, P.C.	2311 HIGHLAND AVENUE SOUTH BIRMINGHAM, AL 35205

Reverse Mortgage Solutions, Inc.

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Schedule G: Executory Contracts and Unexpired Leases

Nature of the Debtor's Interest	Expiration Date	Contract ID	Co-Debtor	Name	Address
2. 73 ATTORNEY AGREEMENT DATED 8/16/2017		AA-10145	<input type="checkbox"/>	SOUTHLAW PC	13160 FOSTER SUITE 100 OVERLAND PARK, KS 66213
2. 74 ATTORNEY AGREEMENT DATED 10/6/2016		AA-10148	<input type="checkbox"/>	TIFFANY & BOSCO, PA	2525 EAST CAMELBACK ROAD SUITE 300 PHOENIX, AZ 85016
2. 75 ATTORNEY AGREEMENT DATED 6/4/2018		AA-10149	<input type="checkbox"/>	TMLF HAWAII LLC	1001 BISHOP STREET SUITE 1000 HONOLULU, HI 96813
2. 76 ATTORNEY AGREEMENT DATED 8/9/2017		AA-10150	<input type="checkbox"/>	TROMBERG LAW GROUP, P.A.	1515 S. FEDERAL HIGHWAY SUITE 100 BOCA RATON, FL 33432
2. 77 ATTORNEY AGREEMENT DATED 1/31/2017		AA-10151	<input type="checkbox"/>	TROTT LAW, P.C.	31440 NORTHEASTERN HWY SUITE 200 FARMINGTON HILLS, MI 48334
2. 78 ATTORNEY AGREEMENT DATED 6/5/2018		AA-10152	<input type="checkbox"/>	USSET, WEINGARDEN & LIEBO PLLP	4500 PARK GLEN ROAD SUITE 300 MINNEAPOLIS, MN 55416
2. 79 ATTORNEY AGREEMENT DATED 8/24/2017		AA-10153	<input type="checkbox"/>	WILSON & ASSOCIATES, PLLC	1521 MERRILL DRIVE SUITE D-200 LITTLE ROCK, AR 72211
2. 80 ATTORNEY AGREEMENT DATED 6/15/2017		AA-10154	<input type="checkbox"/>	WRIGHT FINLAY & ZAK	4665 MACARTHUR COURT SUITE 200 NEWPORT BEACH, CA 92660

Reverse Mortgage Solutions, Inc.

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Schedule G: Executory Contracts and Unexpired Leases

Nature of the Debtor's Interest		Expiration Date	Contract ID	Co-Debtor	Name	Address
Customer Contracts						
2. 81	SUBSERVICING AGREEMENT		CC-20001	<input type="checkbox"/>	ADVANTIS FEDERAL CREDIT UNION	NOT AVAILABLE
2. 82	SUBSERVICING AGREEMENT		CC-20002	<input type="checkbox"/>	AMERICAN NATIONAL BANK	NOT AVAILABLE
2. 83	SUBSERVICING AGREEMENT		CC-20003	<input type="checkbox"/>	BANK OF AMERICA, NATIONAL ASSOCIATION	NOT AVAILABLE
2. 84	INVESTOR AGREEMENT		CC-20004	<input type="checkbox"/>	BOA MERRILL LYNCH	NOT AVAILABLE
2. 85	SUBSERVICING AGREEMENT		CC-20005	<input type="checkbox"/>	CASCADE FUNDING ALTERNATIVE HOLDINGS, LLC	NOT AVAILABLE
2. 86	SUBSERVICING AGREEMENT		CC-20008	<input type="checkbox"/>	CASCADE FUNDING MORTGAGE TRUST 2018-RM2	NOT AVAILABLE
2. 87	SUBSERVICING AGREEMENT		CC-20006	<input type="checkbox"/>	CASCADE FUNDING RM1 ACQUISITIONS GRANTOR TRUST	NOT AVAILABLE
2. 88	SUBSERVICING AGREEMENT		CC-20007	<input type="checkbox"/>	CASCADE FUNDING RM1 ALTERNATIVE HOLDINGS, LLC	NOT AVAILABLE
2. 89	SUBSERVICING AGREEMENT		CC-20009	<input type="checkbox"/>	CASCADE FUNDING RM3 ACQUISITIONS GRANTOR TRUST	NOT AVAILABLE
2. 90	SUBSERVICING AGREEMENT		CC-20010	<input type="checkbox"/>	CASCADE FUNDING RM4 ACQUISITIONS GRANTOR TRUST	NOT AVAILABLE
2. 91	SUBSERVICING AGREEMENT		CC-20011	<input type="checkbox"/>	CHETCO FEDERAL CREDIT UNION (RECEIVERSHIP)	NOT AVAILABLE
2. 92	SUBSERVICING AGREEMENT		CC-20012	<input type="checkbox"/>	CITIZENS FIRST WHOLESALE MORTGAGE COMPANY	NOT AVAILABLE
2. 93	SUBSERVICING AGREEMENT		CC-20013	<input type="checkbox"/>	CREDIGY (TRM/BLE PLAINS)	NOT AVAILABLE
2. 94	SUBSERVICING AGREEMENT		CC-20014	<input type="checkbox"/>	ENT FEDERAL CREDIT UNION	NOT AVAILABLE

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Schedule G: Executory Contracts and Unexpired Leases

Nature of the Debtor's Interest	Expiration Date	Contract ID	Co-Debtor	Name	Address
2. 95 INVESTOR AGREEMENT		CC-20015	<input type="checkbox"/>	FANNIE MAE	NOT AVAILABLE
2. 96 SUBSERVICING AGREEMENT		CC-20016	<input type="checkbox"/>	FDIC	NOT AVAILABLE
2. 97 SUBSERVICING AGREEMENT		CC-20017	<input type="checkbox"/>	FINANCE OF AMERICA REVERSE	NOT AVAILABLE
2. 98 SUBSERVICING AGREEMENT		CC-20018	<input type="checkbox"/>	FINANCE OF AMERICA REVERSE	NOT AVAILABLE
2. 99 SUBSERVICING AGREEMENT		CC-20019	<input type="checkbox"/>	GTE FEDERAL CREDIT UNION	NOT AVAILABLE
2. 100 SUBSERVICING AGREEMENT		CC-20020	<input type="checkbox"/>	LIBERTY HOME EQUITY SOLUTIONS INC	NOT AVAILABLE
2. 101 SUBSERVICING AGREEMENT		CC-20022	<input type="checkbox"/>	MID-HUDSON VALLEY FEDERAL CREDIT UNION	NOT AVAILABLE
2. 102 INVESTOR AGREEMENT		CC-20023	<input type="checkbox"/>	MIDLAND NATIONAL LIFE & PDI	NOT AVAILABLE
2. 103 SUBSERVICING AGREEMENT		CC-20024	<input type="checkbox"/>	MONEYHOUSE	NOT AVAILABLE
2. 104 INVESTOR AGREEMENT		CC-20021	<input type="checkbox"/>	MORTGAGE EQUITY CONVERSION ASSET TRUST 2010-1	NOT AVAILABLE
2. 105 SUBSERVICING AGREEMENT		CC-20025	<input type="checkbox"/>	NEXBANK	NOT AVAILABLE
2. 106 SUBSERVICING AGREEMENT		CC-20026	<input type="checkbox"/>	ONE REVERSE MORTGAGE	NOT AVAILABLE
2. 107 SUBSERVICING AGREEMENT		CC-20027	<input type="checkbox"/>	REVERSE MORTGAGE FUNDING	NOT AVAILABLE
2. 108 SUBSERVICING AGREEMENT		CC-20028	<input type="checkbox"/>	REVERSE MORTGAGE LOAN TRUST 2008-01	NOT AVAILABLE
2. 109 INVESTOR AGREEMENT		CC-20029	<input type="checkbox"/>	REVERSE MORTGAGE SOLUTIONS 2018-09	NOT AVAILABLE
2. 110 SUBSERVICING AGREEMENT		CC-20030	<input type="checkbox"/>	RML TRUST 2013-1	NOT AVAILABLE

Reverse Mortgage Solutions, Inc.

Case Number:

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Schedule G: Executory Contracts and Unexpired Leases

Nature of the Debtor's Interest		Expiration Date	Contract ID	Co-Debtor	Name	Address
2. 111	SUBSERVICING AGREEMENT		CC-20031	<input type="checkbox"/>	RML TRUST 2013-2	NOT AVAILABLE
2. 112	SUBSERVICING AGREEMENT		CC-20032	<input type="checkbox"/>	SEATTLE BANK	NOT AVAILABLE
2. 113	SUBSERVICING AGREEMENT		CC-20033	<input type="checkbox"/>	SEATTLE BANK (TX)	NOT AVAILABLE
2. 114	SUBSERVICING AGREEMENT		CC-20034	<input type="checkbox"/>	SUNCOAST CREDIT UNION	NOT AVAILABLE
2. 115	SUBSERVICING AGREEMENT		CC-20035	<input type="checkbox"/>	TEACHERS FEDERAL CREDIT UNION	NOT AVAILABLE
2. 116	SUBSERVICING AGREEMENT		CC-20036	<input type="checkbox"/>	VISIONS FEDERAL CREDIT UNION	NOT AVAILABLE

Reverse Mortgage Solutions, Inc.

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Schedule G: Executory Contracts and Unexpired Leases

Nature of the Debtor's Interest	Expiration Date	Contract ID	Co-Debtor	Name	Address
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Real Estate Leases

2. 117	REAL ESTATE LEASE		RE-1008	<input type="checkbox"/>	BOXER F2, LP	720 N POST OAK RD, SUITE 500 HOUSTON, TX 77024
2. 118	REAL ESTATE LEASE		RE-1010	<input type="checkbox"/>	CENTREGARDENCITY,LLC	C/O JOHN C. BILLS PROPERTIES, LLC 3920 RCA BLVD, SUITE 2002 PALM BEACH GARDENS, FL 33410

Reverse Mortgage Solutions, Inc.

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Schedule G: Executory Contracts and Unexpired Leases

TOTAL NUMBER OF CONTRACTS: 118

**In re: Ditech Holding Corporation, et al.,
Schedule H: Codebtors**

Second Amended and Restated Credit Agreement

Role	Debtor
Borrower	Ditech Holding Corporation
Guarantor	DF Insurance Agency LLC
Guarantor	Ditech Financial LLC
Guarantor	Green Tree Credit LLC
Guarantor	Green Tree Credit Solutions LLC
Guarantor	Green Tree Insurance Agency of Nevada, Inc.
Guarantor	Green Tree Investment Holdings III LLC
Guarantor	Green Tree Servicing Corp.
Guarantor	Marix Servicing LLC
Guarantor	Mortgage Asset Systems, LLC
Guarantor	REO Management Solutions, LLC
Guarantor	Reverse Mortgage Solutions, Inc.
Guarantor	Walter Management Holding Company LLC
Guarantor	Walter Reverse Acquisition LLC

Ditech Master Repurchase Agreement

Role	Debtor
Borrower	Ditech Financial LLC
Guarantor	Ditech Holding Corporation

RMS Master Repurchase Agreement

Role	Debtor
Borrower	Reverse Mortgage Solutions, Inc.
Guarantor	Ditech Holding Corporation

**RMS Second Amended and Restated Master Repurchase
Agreement**

Role	Debtor
Borrower	Reverse Mortgage Solutions, Inc.
Guarantor	Ditech Holding Corporation

**In re: Ditech Holding Corporation, et al.,
Schedule H: Codebtors**

Second Lien Notes Indenture

Role	Debtor
Borrower	Ditech Holding Corporation
Guarantor	DF Insurance Agency LLC
Guarantor	Ditech Financial LLC
Guarantor	Green Tree Credit LLC
Guarantor	Green Tree Credit Solutions LLC
Guarantor	Green Tree Insurance Agency of Nevada, Inc.
Guarantor	Green Tree Investment Holdings III LLC
Guarantor	Green Tree Servicing Corp.
Guarantor	Marix Servicing LLC
Guarantor	Mortgage Asset Systems, LLC
Guarantor	REO Management Solutions, LLC
Guarantor	Reverse Mortgage Solutions, Inc.
Guarantor	Walter Management Holding Company LLC
Guarantor	Walter Reverse Acquisition LLC

GSE Servicer Advance Facility

Role	Debtor
Borrower	Ditech Financial LLC
Guarantor	Ditech Holding Corporation

PLS Servicer Advance Facility

Role	Debtor
Borrower	Ditech Financial LLC
Guarantor	Ditech Holding Corporation

Reverse Mortgage Solutions, Inc.

Case Number: 19-10422

Schedule H: Codebtors

1. Does the debtor have any codebtors?

- ☐ No. Check this box and submit this form to the court with the debtor's other schedules. Nothing else needs to be reported on this form.
- ☒ Yes

2. In Column 1, list as codebtors all of the people or entities who are also liable for any debts listed by the debtor in the schedules of creditors, Schedules D-G.

Include all guarantors and co-obligors. In Column 2, identify the creditor to whom the debt is owed and each schedule on which the creditor is listed. If the codebtor is liable on a debt to more than one creditor, list each creditor separately in Column 2.

Column 1	Column 2	Applicable Schedules		
Codebtor Name and Mailing Address	Creditor Name	D	E/F	G
2.1 SEE ATTACHED CHART		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Fill in this information to identify the case:

Debtor Name: Reverse Mortgage Solutions, Inc.

United States Bankruptcy Court for the: Southern District of New York

Case Number (if known): 19-10422

☐ Check if this is an amended filing

Official Form 206Sum

Summary of Assets and Liabilities for Non-Individuals

12/15

Part 1: Summary of Assets

1. Schedule A/B: Assets—Real and Personal Property (Official Form 206A/B)

1a. Real property:

Copy line 88 from Schedule A/B \$3,142,560

1b. Total personal property:

Copy line 91A from Schedule A/B \$1,116,900,365

+

1c. Total of all property:

Copy line 92 from Schedule A/B \$1,120,042,925

Part 2: Summary of Liabilities

2. Schedule D: Creditors Who Have Claims Secured by Property (Official Form 206D)

Copy the total dollar amount listed in Column A, Amount of claim, from line 3 of Schedule D \$1,970,993,111

3. Schedule E/F: Creditors Who Have Unsecured Claims (Official Form 206E/F)

3a. Total claim amounts of priority unsecured claims:

Copy the total claims from Part 1 from line 6a of Schedule E/F \$0

3b. Total amount of claims of nonpriority amount of unsecured claims:

Copy the total of the amount of claims from Part 2 from line 6b of Schedule E/F \$89,504,952

+

4. Total liabilities

Lines 2 + 3a + 3b \$2,060,498,064

Fill in this information to identify the case and this filing:

Debtor Name: Reverse Mortgage Solutions, Inc.
United States Bankruptcy Court for the: Southern District of New York
Case Number (if known): 19-10422

Official Form 202

Declaration Under Penalty of Perjury for Non-Individual Debtors

12/15

An individual who is authorized to act on behalf of a non-individual debtor, such as a corporation or partnership, must sign and submit this form for the schedules of assets and liabilities, any other document that requires a declaration that is not included in the document, and any amendments of those documents. This form must state the individual's position or relationship to the debtor, the identity of the document, and the date. Bankruptcy Rules 1008 and 9011.

Warning -- Bankruptcy fraud is a serious crime. Making a false statement, concealing property, or obtaining money or property by fraud in connection with a bankruptcy case can result in fines up to \$500,000 or imprisonment for up to 20 years, or both. 18 U.S.C. §§ 152, 1341, 1519, and 3571.

Declaration and Signature

I am the president, another officer, or an authorized agent of the corporation; a member or an authorized agent of the partnership; or another individual serving as a representative of the debtor in this case.

I have examined the information in the documents checked below and I have a reasonable belief that the information is true and correct:

- ☒ Schedule A/B: Assets-Real and Personal Property (Official Form 206A/B)
- ☒ Schedule D: Creditors Who Have Claims Secured by Property (Official Form 206D)
- ☒ Schedule E/F: Creditors Who Have Unsecured Claims (Official Form 206E/F)
- ☒ Schedule G: Executory Contracts and Unexpired Leases (Official Form 206G)
- ☒ Schedule H: Codebtors (Official Form (206H)
- ☒ Summary of Assets and Liabilities for Non-Individuals (Official Form 206Sum)
- ☐ Amended Schedule _____
- ☐ Other document that requires a declaration _____

I declare under penalty of perjury that the foregoing is true and correct.

Executed on: March 27, 2019

Signature: /s/ Gerald Lombardo

Gerald Lombardo, Authorized Officer

Name and Title